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Contents.

Cases Reported this Week.

Current Topics.

The Vacant Lordship of Appeal.

THE DELAY which has occurred in filling up the vacant lordship of appeal, together with the intemperate articles which have appeared in certain daily journals, sufficiently shew that these organs were premature in assuming that the Lord Advocate would receive this appointment. If rumour is correct, there has been a battle royal over the matter, the end of which remains to be seen.

The Election of the Law Society Council.

"WHY NOT?" interjected Mr. FORD, when Mr. WINTERBOTHAM, at the recent meeting of the Law Society, pointed out that persons had in the past nominated themselves as candidates, got their neighbours to support them, and had canvassed and sent round circulars to members of the society. Well, the "why not" is tolerably obvious. The men who seek election by these means must be unknown to their brother members; why else should they require to resort to these advertisements? The kind of men likely to be useful on the Council are those who are known to possess experience and ability in the conduct of matters, but these are busy men, not anxious to undertake the labour involved in attendance at the numerous meetings of the Council and committees. They will never "nominate themselves" for the position, and will seldom come forward as candidates without a good deal of persuasion. Now that the committee of selection is abolished, if candidates of this type are to be obtained, members of the society will have to find some other means for securing their nomination, and we imagine the members of the Council will resume their function, as members of the society, of nominating eligible candidates. We believe that the members of the society will by their votes sanction this course.

The New Chief Justice of Bengal.

THE APPOINTMENT of Sir LAWRENCE HUGH JENKINS as Chief Justice of the High Court of Judicature at Calcutta will be received with general satisfaction. He has already had a long experience on the Indian bench, and there are good accounts of his learning and capacity from all who have practised before him. The duties connected with the office of Chief Justice at Calcutta are in the highest degree

important. He has the superintendence of the whole of the inferior courts of the Province of Bengal, which are administered by more than one hundred officials. The appointment of a large number of these functionaries is vested in him exclusively, and his opinion is of great weight in the selection of those who are not directly nominated by him. An examination of the careers of those who have from time to time filled this high office does not induce us to think that the English Government have always been in the habit of exercising much care in the choice of those upon whom they have conferred the highest honour of the Indian bench. The Chief Justices of Bengal would hardly, we think, be considered to bear comparison with the more distinguished members of the Civil Service. An excuse often made is, that it is difficult to find men of eminent capacity or learning at the English bar who are willing to absent themselves from their country for a period of twelve years and to face the risks and fatigues of a tropical climate. But the discomforts of a life in India are much less than they used to be, and there is ample evidence that upon the occasion of vacancies on the bench in India candidates of high promise have been passed over in favour of inferior men who had the support of one or other of the political parties in this country.

Return of Brief Owing to Judicial Preferment of Counsel.

SOME COMMENT has been made on the hardship to the petitioner in the divorce case of *Stirling* v. *Stirling* owing to the fact that the Lord Advocate, who was retained on her behalf, is to receive some judicial preferment, and in view of it, has returned his brief. The petitioner has been obliged to retain fresh counsel, who will have to address the court after perusing evidence which was not taken in his presence and of which he cannot have the same knowledge as if he had had the opportunity of observing the demeanour of the witnesses. It is possible that this hardship is exaggerated, but the promotion of the Lord Advocate is in any case one of the risks to which a litigant who elects to be represented by an officer of the Government must necessarily be exposed. It may be remembered that, in February, 1858, Sir FREDERICK THESIGER, the Attorney-General, who was retained for the prosecution on the trial of the directors of the Royal British Bank for conspiracy, having laid the case before the jury in a speech which occupied one whole day, was immediately afterwards appointed Lord Chancellor, and took no further part in the proceedings, which ended in the conviction of the defendants. The case of *Stirling* v. *Stirling* will be determined by a judge without the intervention of a jury, and the difficulty of the substituted counsel is not apparently greater than that of the counsel who, in the earlier history of the Court of Chancery and of the Ecclesiastical courts, was required to address the court upon the effect of written evidence.

Trust Mortgages and Surveyors' Fees.

WE HAVE been favoured, by the kindness of correspondents, with an extract from the shorthand notes of the observations of Mr. Justice WARRINGTON on this subject in his judgment in *Marquis of Salisbury* v. *Keymer*, to which we referred last week. They are as follows:—

"Perhaps I may be allowed to make one remark which is of very general interest. The other day Mr. TRAFFORD [a surveyor] was asked in the box whether it was not usual in such cases as these for the surveyor, if the matter went off, to take either no fee or a preliminary fee—at any rate no fee for making his report. Now, if that is the practice where solicitors are advising trustees, it seems to me to be a most reprehensible practice, and one which if persisted in may get trustees at some time or other into difficulties, because it is obvious, when that is the case, it is the interest of the surveyor to make such a report as will let the thing go on, whereas his duty is to advise the trustees independently and without reference to any question concerning his fees. I make these remarks because I had the same thing suggested in another case some little time ago, and I think it just as well that surveyors and trustees should know that that is a practice which certainly cannot be countenanced by the courts, and it may be—I express no opinion about it, of course, because it has not been argued—that a certificate of the surveyor under the circumstances may not be treated as an independent certificate such as is required by the Trustee Act."

The suggestion is no doubt important, not merely because of the reputation for soundness of judgment and "level-headedness" of the learned judge by whom it was made, but also because the matter is not unlikely to have been discussed by him with his colleagues on the bench of the Chancery Division, and the observations may represent their view. We are still unbelieving as to the evil results of the half-fee practice which the learned judge denounces; it is always to be remembered that the surveyor knows he will be liable for a too favourable report. But it is clear that, until the question has been settled by decision, trustees must not agree to the payment to their surveyor of a reduced fee in case the mortgage does not go through. As proposing mortgagors can usually obtain this concession from non-fiduciary owners, the result may be to render it difficult for trustees to obtain good mortgage securities.

Newspaper Reports of Divorce Cases.

LORD ALVERSTONE'S recommendations with regard to the suppression of the reports of divorce cases have, on the whole, been received with approval, but several persons have doubted whether the cause of morality would be served by the entire stoppage of the publication of proceedings in the court, and have expressed their opinion that the fear of publicity is one of the greatest checks to flagrant breaches of this marriage law. We have great difficulty in adopting these views. It is not proposed to suppress a dry chronicle of the decrees of the court, giving the nature of the petitions, and the names of the parties, and the final adjudication. And it appears to be forgotten that, in the vast majority of cases—especially those relating to the poorer suitors—no other report is furnished to the public; the newspapers reserving their columns for evidence relating to the transgressions of the middle and upper classes. We do not hear that petitions in which members of the aristocracy are concerned have been less numerous since the establishment of the Divorce Court in 1857, but it will not be disputed that before that date the public were furnished with a very scanty report of proceedings in divorce cases in the Ecclesiastical courts and the House of Lords. It is hard to believe that any husband or wife is deterred from misconduct by the appearance of copious reports of cases like that of the Stirling divorce, containing minute descriptions of the dress, personal appearance and demeanour of the parties. Sir GORELL BARNES has recently taken occasion to say that the publication or non-publication of these reports is one of the burning questions of the day, and that the question will become still more prominent if the law should be amended by granting greater facilities for divorce and by the establishment of local courts for the purpose. He may be expected before long to deal fully with this important subject in the House of Lords.

The New Land Registry Requirements.

A LETTER which we print elsewhere indicates the nature of the difficulties which will be caused by the new rules now in force under the Land Transfer Acts. Under the system of registration, as sanctioned by the Legislature, an applicant for registration with possessory title is entitled to be registered on production of evidence of possession accompanied with *primâ facie* evidence of title. We are aware that section 6 of the Act of 1875 says that he may be registered "on giving such evidence of title . . . as may for the time being be prescribed"; but the distinction drawn between absolute and possessory titles shews that the rule-making authority was not intended to have power to require full evidence of title. Under the new rules, however, all documents, including abstracts and opinions, relating to the title must be sent in with the application for registration, and the registrar, in the case of an application for registration with a possessory title, then considers whether he shall perform his statutory duty and register the title accordingly, or whether he shall go outside his duty and offer an absolute title. We gather from the letter referred to that a further innovation is being made by endorsing possessory land certificates with a notice that the title can be made absolute in two years. We are not aware of the meaning of this period, or of the procedure which it is intended to adopt at the end of the two years; but it is obvious that as long as a title is possessory it is better for the certificate to shew

nothing further. The future registration with an absolute title is uncertain, and the title would be prejudiced if at the end of the period it did not in fact become absolute. Moreover, now that the application for registration is made more onerous, both for applicants and their advisers and for the officials, by the necessity of producing all the title deeds, the increased delay in dealing with them cannot fail, as our correspondent points out, to be a source of inconvenience. It is singular that the registry should cause questions of this kind to be raised at a time when the system of registration is, we may say, on its trial.

A Trustee's Remuneration and Death Duties.

A NOVEL claim to death duties was made on behalf of the Crown and rejected by CHANNELL, J., in *Attorney-General* v. *Eyres* (*Times*, 9th inst.). By a settlement made in 1903, trust funds were settled in trust for payment out of the income, in the first place, of an annual sum of £200 each to the trustees for the time being as remuneration for their services. The two original trustees died in 1905, and two new trustees were appointed, who thereupon became entitled to the annual remuneration. It was claimed that succession duty and estate duty had become payable, and reliance was placed on section 2 of the Succession Duty Act, 1853, and section 2 (1) of the Finance Act, 1894. Under the former enactment succession duty is payable when a successor becomes entitled to any property or the income thereof upon the death of a predecessor, either immediately or after any interval. But while, in the case of the appointment of a new trustee to fill a vacancy caused by death, the title to the remuneration may be said to arise upon the death, though after the interval required for the appointment, yet the title is really created by the appointment, and not by the death; and this is made clearer by the fact that the vacancy may occur from other causes than death. Hence CHANNELL, J., was of opinion that succession duty had not attached. The same result followed still more clearly as to estate duty, since the statute excludes the profits of an office. Section 2 (1) of the Finance Act, 1894, taxes indeed property in which the deceased had an interest ceasing on his death, and this might well include an annual salary; but there is an express exclusion of "property the interest in which of the deceased . . . was only an interest as holder of an office." In the present case the trustees took the annual remuneration as holders of an office, and consequently estate duty was not payable. Hitherto arrangements for the remuneration of trustees have been the exception, so that the decision is not, perhaps, of general importance. But now that the Public Trustee has set the example of charging for this class of work, it is not improbable that the express authorizing of payment of trustees will become more usual. Efficiency and convenience may well be secured by selecting a paid trustee outside, instead of inside, the walls of a public office.

South African Union.

INFORMATION HAS now been cabled respecting the main provisions of the Draft Constitution prepared by the National Convention at Cape Town. Pending the receipt of the full text of the document, we can only say that the framers of the Draft Constitution of South Africa appear to have kept both the Canadian and the Australian Constitutions before them, and to have modelled their own on the Canadian system rather than the Australian, at the same time improving on the Canadian, and particularly avoiding some defects of the Australian federal system. Thus Provincial Councils with expressly defined powers will take the place of the existing four parliaments, and the provincial administrations will be appointed by the Union Executive. The Supreme Court of South Africa and the Supreme Courts of the existing territories will form parts of one united judicial system. Appeals from the Supreme Court of South Africa to the Privy Council will only lie by special leave. The debts of the four territories will be taken over by the Union Government, and the railways will be placed under a single control. All this savours of unification rather than federation, and doubtless the example of Australia has had great weight in inducing the convention to reject a purely federal union. The question of the capital or seat of government seems to have been the only real difficulty that had to be overcome by a somewhat unsatisfactory compromise. Better the compromise, however, than the quarrels and delay about a site for the capital that have taken place in Australia. The Canadians, warned by the example of the United States—where the question of the seat of government was left untouched by the organic constitution—wisely composed their differences in time, and fixed the capital at Ottawa by the express terms of the Constitution. The South Africans have evidently determined that any definite arrangement is better than no definite arrangement at all, and have at least succeeded in setting on foot a novel political experiment by housing the Legislature and the executive of the same Government a thousand miles apart. That the Supreme Court of South Africa should sit permanently neither at Cape Town nor Pretoria is a matter of little importance. The High Court of Australia does not sit permanently at Melbourne—the present temporary seat of government.

Contract Relating to Foreign Land.

TO WHAT extent will the English courts decree specific performance of a contract, made in England and valid in England, but relating to land situate beyond their territorial jurisdiction? There are two matters to consider—the capacity to contract, and the form of the contract. In Dicey's Conflict of Laws (2nd ed.) it is laid down, at p. 534: "Subject to the exception hereinafter mentioned, a person's capacity to enter into a contract is governed by the law of his domicil at the time of the making of the contract." One exception to this is (p. 540): "A person's capacity to contract in respect of an immoveable (land) is governed by the *lex situs*." For this particular proposition no authority is cited. With respect to the form of the contract, Mr. DICEY says (p. 540): "Subject to the exceptions hereinafter mentioned, the formal validity of a contract is governed by the law of the country where the contract is made." An exception to this is (p. 542) that: "The formal validity of a contract with regard to an immoveable depends upon the *lex situs* (?)" No authority is cited, and the significant note of interrogation sums up what is said elsewhere (p. 503), that the proposition "cannot be treated as certain." A case has recently been decided by EVE, J., in the Chancery Division, on the effect of the contract of a married woman relating to her land in South Africa, which illustrates the above quotations from the Conflict of Laws: *Bank of Africa* v. *Cohen* (*Times*, February 5). The plaintiff bank carries on business in London and the Transvaal. The defendant was Mrs. COHEN. Mr. and Mrs. COHEN went out to the Transvaal in 1887, acquired property there, and returned to England in 1896. In 1903 Mrs. COHEN agreed in writing to give the bank a mortgage over some land in Johannesburg, the deeds of which were in the possession of the bank for safe custody, to secure her husband's overdraft. In 1906 Mrs. COHEN executed a power of attorney in favour of the bank manager authorizing him to execute the mortgage agreed upon. These documents were discovered not to be in order under Transvaal law, and the bank brought the action against Mrs. COHEN, claiming specific performance of her agreement. The agreement was alleged by the defendant to be void by the law of the Transvaal, since under that law "a lady cannot be effectually bound as a surety, even where she executes the deed by her own hand, unless she specially renounces the benefits of the *senatus consultum Velleianum*, and also the benefits of another rule, *de authentica*." It was proved that her rights in this respect had not been explained to the defendant, and accordingly, under Transvaal law, the documents signed by the defendant were held to be void. But EVE, J., said: "If I were to construe the contract by the law of England, I should not be prepared to hold that, because the defendant had no independent advice, that operated to avoid the contract." The question was, should the contract be construed by the *lex situs* or the *lex loci contractus*? EVE, J., held that the *lex situs* must prevail, following a passage in Dicey's Conflict of Laws (p. 501): " . . . a person's *capacity* to . . . make a contract with regard to an immoveable . . . is governed by the *lex situs*." The case will thus be an authority for the statement in the Conflict of Laws as to capacity to contract and the *lex situs*. But, inasmuch the capacity of a married

woman to enter into a contract of suretyship is not absolute under South African law, but simply requires that certain formalities be complied with, the present case is also an authority for the other statements in the Conflict of Laws as to the form of the contract and the *lex situs*.

Travelling by Railway with Intent to Avoid Payment of Fare.

THE CASE of *Caledonian Railway Co.* v. *Roper*, recently decided by the Court of Justiciary in Scotland, was a curious one, in which a passenger by railway was charged with travelling on the railway without having previously paid his fare, and with intent to avoid payment. It appeared that the respondent ROPER travelled on the appellants' railway in a workmen's train. Tickets were issued to workmen in lots of six at a price of one shilling per lot, each ticket being available for a return journey between two of the company's stations. These workmen's tickets are not dated and can be used at any time. The respondent, on leaving one of the stations previously mentioned, instead of quitting the station by the proper exit, where the ticket-collector was stationed, attempted to pass down the embankment into the street. His intention in doing so was to defraud the company by not giving up his ticket. Having been stopped by persons placed near the embankment by the company, he was conducted to the proper exit, where the ticket-collector was stationed, and there and then produced from his pocket a workman's ticket valid and available for the journey he had made, and offered it to the collector. The collector refused to take the ticket, and the present charge was preferred. The Sheriff-Substitute was satisfied that the respondent intended to defraud the company, but he dismissed the charge on the ground that the statutory complaint was founded on the averment that the respondent had not previously paid his fare, when in fact he held a ticket valid for the journey he had made. The Court of Session affirmed this decision, on the ground that a man could not be said to have travelled without a ticket when he had a ticket actually in his possession. The court added that his attempt to leave the station without giving up his ticket was a distinct fraud for which he could have been charged in the ordinary police-court. We have been unable to find any English case in which a passenger has been charged with fraud similar to that established in the case in the Court of Justiciary.

Nervousness and Workmen's Compensation.

TWO RECENT cases, one in the High Court and the other in the City of London Court, have raised interesting questions as to the circumstances under which an injured workman becomes disqualified for the further receipt of periodical compensation. In *Warncken* v. *R. Moreland & Son (Limited)* (1909, 1 K. B. 184) it appeared that a workman whose foot had been injured would be fit for work again if he would submit to an operation. The county court judge found that this was of a simple character, involving a risk which was hardly appreciable. The workman was thirty years of age and in good health. His own doctor advised the operation, but he declined it. The county court judge, professing to follow *Rothwell* v. *Davies* (19 T. L. R. 423), refused to stop the compensation, but in that case the proposed operation was severe and was attended with risk, and the county court judge found that the workman acted reasonably in refusing to undergo it. In the present case, as the Master of the Rolls observed, the continued incapacity was not due to the original accident, but to the workman's unreasonable refusal to take a step which any reasonable man would willingly submit to. Hence the compensation was stopped. In the case in the City of London Court (*Times*, 3rd inst.) the reason for not returning to work excites more sympathy. A girl had lost parts of two fingers while working a stamping machine. She was physically fit to return to work and use the machine again, and her employers proposed to take her back and stop the weekly compensation; but she was too nervous to try. Judge RENTOUL held that this was no reason for her not working, and, in effect, he stopped the weekly payments. The reluctance of the girl to use the machine under such circumstances is quite intelligible, though it may well be that the employers ought not to be required to pay for such reluctance. The equitable way would seem to be to order payment of a lump sum and leave the recipient to procure different work.

Expulsion of Counsel by Order of Judge.

ALTERCATIONS between the presiding judge and the counsel retained for the defence of prisoners are by no means unknown to the English courts, and we cannot be surprised if they arise in the Southern territories of Europe. We read that the advocate for the prisoner in a recent trial at Genoa proposed to call witnesses whom he had previously allowed to be dismissed as unnecessary. The President refused to allow this to be done, whereupon the advocate became infuriated and used language highly offensive to the court. The action of the President was vigorous. He at once required the offending advocate to leave the court, and on his refusal had him forcibly removed by the police. Another advocate was then nominated by the President for the defence of the prisoner, and an adjournment to enable him to peruse the papers was granted. We cannot remember any case in which an English judge has ordered a barrister who has expressed himself in violent and intemperate language to be expelled from the court. But we have a distinct recollection of hearing a judge threaten that such a course would, if necessary, be adopted. A barrister may, however, be fined for contempt of court—one of the leading cases on the subject being that of *Re Pater* (5 B. & S. 299).

Gift by Directors of Railway Company for the Building of a Church.

A GIFT of £500 by the directors of the London and South-Western Railway Co. to the Bishop of Winchester for the building of a new church at Eastleigh was the subject of some comment at a meeting of the company, and it was suggested that the payment was *ultra vires*. We may assume that the payment was made in the *bonâ fide* belief that the railway would benefit by an outlay which would contribute to the progress and advancement of Eastleigh. But a railway company must act within its statutory objects and powers, and is no more entitled, as it seems to us, to subscribe without express powers to the erection of a church than it would be to spend money on the construction of a hotel, on the ground that the accommodation afforded by it would increase the number of passengers in the company's trains. But shareholders are not likely in a case of doubt to challenge the legality of expenditure which has been practised without hindrance for some time, and which there was reason to believe was connected with the prosperity of the undertaking.

A Gigantic Lawsuit in the United States.

THINGS ARE done on a large scale in the United States, and the litigation in which the American Government may happen to be engaged appears to be no exception to this rule. We read that on the 23rd of January the Government commenced proceedings against the Oregon and Californian Railroad Co., the Southern Pacific Co., the present owners of the Oregon and Californian Railroad, and more than one hundred other individuals and private corporations. These suits are to recover from the railway companies and their grantees, who comprise the defendants, an aggregate quantity of 353,288 acres of land included in the original Oregon and California land grant. The land sought to be recovered is valued at more than fifteen millions of dollars, and it is alleged by the Government that it has been illegally sold to timber companies, lumber speculators, and others. A precedent for a lawsuit of such dimensions cannot be found in the history of English railways. We can only remember a few cases to try the title to small plots of surplus land.

A writer in the *Globe* points out that all the three judges whose names have been associated with the recent judicial changes—Sir Gorell Barnes, Sir John Bigham, and Mr. Justice Hamilton—were members of the Northern Circuit. Five other judges—Lord Collins, Lord Justice Kennedy, Mr. Justice Walton, Mr. Justice Neville, and Mr. Justice Pickford—belong to the circuit. The South-eastern, after the Northern, is the circuit best represented on the bench. Six judges—the Lord Chief Justice, Lord Justice Moulton, Mr. Justice Grantham, Mr. Justice Channell, Mr. Justice Bray, and Mr. Justice Bargrave Deane—have come from it.

Separation Orders and Divorce.

THE meeting of the full Court of Appeal is usually supposed to indicate the discussion of some question of special difficulty; in the case of *Harriman* v. *Harriman* (reported elsewhere) it seems to have been due to a desire to find a way, if possible, out of the difficulty created by the Summary Jurisdiction (Married Women) Act, 1895, in granting a divorce to a wife who, apart from the form of the order made under that statute, appears to have been clearly entitled to it. But the unanimity of the court, and a consideration of the grounds of the decision, seem to shew that the case was hopeless.

The substantial question for decision was whether the court was at liberty to act upon the hypothetical existence of cruelty arising under a statutory provision in the same manner as if the cruelty existed in fact. Prior to the Matrimonial Causes Act, 1857, there was no right to obtain a divorce under ordinary process of law. The only remedy for matrimonial offences was to obtain the privilege of divorce by recourse to the Legislature. The Act of 1857 introduced a right of divorce, but, as is well known, it differentiated between husband and wife in regard to the grounds on which the right was based. Under section 27 the husband was entitled to a divorce if the wife had committed adultery; the wife, if the husband had been guilty of adultery, coupled with cruelty or "with desertion, without reasonable excuse, for two years or upwards." It is needless to refer to the other grounds of divorce mentioned in the section. As regards the wife, adultery is enough; as regards the husband, the adultery must be accompanied by cruelty, or two years' desertion. So the law has remained, save that under section 5 of the Matrimonial Causes Act, 1884, noncompliance with a decree for the restitution of conjugal rights is equivalent to "desertion without reasonable cause," and in such a case the two years' period does not apply. If in such a case there is also adultery, the wife's right to petition for divorce arises at once. To this statement it is only necessary to add that while a petition for divorce could be presented only to the Divorce Court, a petition for judicial separation might, under section 17 of the Act of 1857, be presented either to the Divorce Court or at assizes, but the jurisdiction at assizes was withdrawn by section 19 of the Act of 1858.

This is as far as the legal remedy by divorce has gone, though in 1873 the Divorce Court ceased to have a separate existence and became a branch of the Supreme Court of Judicature. But by successive statutes the Legislature conferred on justices power to grant a limited relief to married women without divorce. By section 4 of the Matrimonial Causes Act, 1878, a magistrate before whom a husband was convicted of an aggravated assault on his wife might order that she should be no longer bound to cohabit with him—which order was to have the effect in all respects of a decree of judicial separation on the ground of cruelty—and that he should pay her a weekly sum for maintenance. This provision, as was pointed out by BARNES, P., in *Dodd* v. *Dodd* (1906, P. 189), was based on the necessity of effecting a complete separation between husband and wife because the safety of the wife required it, and no order could be made under the section without including the provision against cohabitation. Then the Married Women (Maintenance in Case of Desertion) Act, 1886, gave a similar summary jurisdiction to make a maintenance order in favour of the wife in case of the husband's desertion, but here the order was naturally silent as to cohabitation. Both the last two enactments were repealed by the Summary Jurisdiction (Married Women) Act, 1895, and fresh provision was made for the exercise of summary jurisdiction in cases of aggravated assault and desertion, and also of other offences of assault, cruelty and neglect on the part of the husband (section 4). By section 5 the court to which application is made under the Act can make an order containing any of the following provisions: (*a*) "that the applicant be no longer bound to cohabit with her husband (which provision while in force shall have the effect in all respects of a decree of judicial separation on the ground of cruelty)"; (*b*) as to custody of children; (*c*) as to maintenance; and (*d*) as to costs.

It will be seen that the provision, that an order against cohabitation is to be equivalent to a judicial separation on the ground of cruelty, is a repetition of the corresponding provision in the Act of 1878, where, of course, the application to the court was based on cruelty. But there is nothing in the Act of 1895 which expressly restricts the insertion in an order of the provision against cohabitation to cases where cruelty has been proved; and in fact it has come to be frequently inserted—whether as a matter of course or not, we cannot say—in orders made under the Act on other grounds, such as desertion. Hence has arisen the question which was very fully discussed by BARNES, P., in *Dodd* v. *Dodd* (*supra*), and now by the full Court of Appeal in *Harriman* v. *Harriman*. A wife applies to the magistrates for an order based on desertion; the order is granted with the non-cohabitation clause; the husband subsequently commits adultery; the wife then petitions for a divorce. This petition must be based on adultery, coupled either with cruelty or two years' desertion. It is assumed that the desertion previous to the magistrate's order had not lasted for this period, and the courts have naturally taken the view that it ceases on the making of the order (though see *per* BARGRAVE DEANE, J., in *Smith* v. *Smith* (1905, P. 249)). There can be no desertion by the husband when the duty of cohabitation has come to an end. Hence the petition cannot be based on desertion. The alternative is cruelty. This indeed has not been found as a fact, but it is contended that the insertion of the non-cohabitation clause has the effect of creating a statutory cruelty. The order containing this clause is to have the effect in all respects of a decree of judicial separation on the ground of cruelty. If so—such is the argument—then the court must assume that there has been cruelty, though in fact cruelty has never been suggested in the proceedings; and the adultery, coupled with this statutory or hypothetical cruelty, furnishes the required ground for divorce.

This argument was characterized by BARNES, P., in *Dodd* v. *Dodd* (*supra*) as ingenious, but entirely unsound, and it is not surprising that in the present case the full Court of Appeal have unanimously taken the same view. The effect of an order for judicial separation on the ground of cruelty may possibly be to create an estoppel *inter partes* which prevents either of the parties afterwards disputing the fact of cruelty; but, however this may be, it introduces no relaxation of the duty of the court, when a petition is based on cruelty, to satisfy itself on the evidence that cruelty has been in fact proved: see the Act of 1857, s. 31. The real effect of the order is, as BARNES, P., pointed out in *Dodd* v. *Dodd* (*supra*), that the wife is to be considered a *feme sole* in respect of property, and for the purpose of contract, tort, and right of action; and this, indeed, is the same whether the order is based on cruelty or any other ground. The reference to cruelty was apparently introduced into the Act of 1876 because the Act was dealing with that form of matrimonial offence, and it was repeated in the Act of 1895 probably because the draftsman assumed that the non-cohabitation clause would be inserted only in cases where the same offence was proved. The justices cannot, by inserting it in an order grounded on desertion, bind the Divorce Division to hold that cruelty has been proved as a fact, and to decree a divorce accordingly.

The immediate difficulty raised by the decision can be met by excluding the non-cohabitation clause in future from orders under the Act of 1895, save where they are made on the ground of cruelty. If there is no such clause, and the order is based on desertion, the desertion runs on notwithstanding the order, and if there is also adultery, the wife has in two years a case for divorce. But this does not meet the objections to the present system of enforcing permanent separation without divorce, to which attention was forcibly called by BARNES, P., in *Dodd* v. *Dodd*. His remarks were based on the difference between the number of divorces annually granted in the High Court and that of the magistrates' orders, and he quoted figures down to 1903. Those for 1907 are very similar—598 decrees of divorce and 7,158 magistrates' orders; that is, for every dissolution of marriage effected by decree of the High Court there are twelve orders of magistrates which carry every incident of dissolution except the right to marry again. Such a state of things, the learned President observed, has a tendency to encourage immorality, and he used language indicating very forcibly his view of the need of legislative interference: "That the present state of the English law of divorce and separation is not satisfactory can hardly be doubted. The law is full of

inconsistencies, anomalies and inequalities amounting almost to absurdities; and it does not produce desirable results in certain important respects." The decision in *Harriman* v. *Harriman* will, it may be hoped, lead to a consideration of the changes which can be safely introduced after fifty years' experience of the Act of 1857.

Documents Incorporated in a Will.

ONE point in the construction of a will is often very difficult to decide, *i.e.* whether an unattested document is so referred to in a properly executed will as to enable it to be incorporated in, and form part of, the will of which probate is granted. As with nearly all cases on the construction of wills, the cases on this point are extremely difficult to reconcile and to distinguish. The same case is occasionally claimed as an authority for contrary propositions.

If the reader will turn to p. 99 of the 5th (the latest) edition of Jarman on Wills, published in 1893, he will find it laid down, in effect, that there are three conditions to be fulfilled by a document referred to in a will in order to be incorporated in the will: (1) the document must be referred to as then in existence; (2) the document must be proved to have been written before the will was made; (3) the document must be proved to be identical with that referred to in the will.

On turning to the 6th edition (1905) of Theobald on Wills, we find this on pp. 66, 67: "Any document in existence when the will is executed, and sufficiently described to enable it to be identified, may be incorporated with the will. . . . It has been said that the document must not only be in fact in existence when the will is executed, but also that it must be described as existing. . . . *It would seem, however, that if the document is proved to have been in existence at the date of the will, and is sufficiently identified by the description in the will, it is not necessary that it should be actually described as existing.*" In the latest (the 7th) edition, published in 1908, the latter part of this passage (p. 66) reads thus: "If, however, the document is proved," &c.; thus stating the former *semble* as a dogmatic proposition.

The authority for the change thus made in the statement, as to the necessity for describing the document as existing, is the case of *University College of North Wales* v. *Taylor* (1907, P. 228). This case was decided by Sir GORELL BARNES, when President of the Probate Division, in the interval between the publication of the two editions of Theobald on Wills.

In this case the will was made in June, 1905, and the document sought to be incorporated was a memorandum written out by the testator himself in March, 1905. The testator bequeathed his personalty to his trustees "with the request and in the confidence that they will dispose of the same in accordance with any memorandum or paper signed or initialled by me and deposited with this my will or left among my papers at my death." Evidence was given that the document sought to be incorporated was the memorandum written out by the testator in March. Sir GORELL BARNES held that the document should be incorporated with the will and admitted to probate. The judgment delivered is worthy of special attention for several reasons.

In the first place, the only case cited (except one case on the word "any") by Sir GORELL BARNES was *Allen* v. *Maddock* (11 Moo. P. C. 427). This case, singularly enough, is not cited at all in Theobald on Wills in this connection; and though referred to in Jarman on Wills, is not cited as an authority for the proposition laid down in the present judgment.

After several quotations from the judgment of the Privy Council in *Allen* v. *Maddock*, the result is thus stated by the learned judge: "Two things, then, have to be established—first, the document must be existing when the will was made; secondly, it must be referred to in terms which shew that the reference is made with sufficient distinctness to an existing document so that the court may be able to say without doubt that it is the document referred to." The conclusion is: "In my opinion the document is incorporated; and the reasons may be very shortly stated. It appears to be a document which was undoubtedly in existence at the time the will was made; it was a subject of discussion before the will was made; and it fulfils in every respect the description to be found in the words of the will."

Another matter to be noticed in this judgment is that the essential conditions of incorporation are distinctly stated to be two—and not three, as in Jarman; the document must be in existence, and must be identifiable. Notwithstanding this, however, there is undoubtedly an ambiguity in the form of the statement, which is only completely cleared up by taking into consideration the actual words of reference in the will. The expression "reference . . . to an existing document" might possibly be taken to mean that the document is to be described as existing. That this is not really so is, of course, made plain by looking at the words of reference in the will, "any memorandum or paper signed," &c. It would have been more satisfactory if the necessity for actually describing the document as in existence had been distinctly negatived.

With reference to the ambiguity of statement above noticed, it is of some interest to turn to the case of *In the Goods of Smart* (1902, P. 238), decided by Sir GORELL BARNES when a judge of the Probate Division. Some of the expressions there used approach very nearly to contradicting the proposition impliedly laid down in *University College* v. *Taylor*. The reference in the will was to "a book or memorandum that will be found with this will"; it was held that here there was no incorporation, on the grounds of the words of futurity contained in this reference, although the document sought to be incorporated was, in fact, existing when the will—or, rather, codicil—was made. At p. 240, GORELL BARNES, J. (as he then was), said: "In order that the informal document should be incorporated in the validly executed document, the latter must refer to the former *as a written instrument then existing.*" Again on p. 242: "The reference . . . does not comply with one of the necessary conditions—namely, that it must refer to a document *as existing.*" It may be questioned, indeed, whether these two decisions of Sir GORELL BARNES can be reconciled at all, and whether, if *University College* v. *Taylor* be good law, *In the Goods of Smart* must not be held to be bad law.

As a final illustration of the extraordinary confusion and difficulty in which this subject is involved, it may be mentioned that the very case—*Allen* v. *Maddock*—selected by Sir GORELL BARNES as the leading case to support the view taken in Theobald on Wills, has been taken in an Australian case decided in 1905 as the leading authority to support the view already referred to as advocated in Jarman on Wills: see *In the Will of Beveridge* (5 S. R. (N.S.W) 125). A touch of irony is imparted to the situation by the fact that *In the Goods of Smart* is also cited in this Australian case, and a passage from the judgment is quoted to shew that Sir GORELL BARNES was of opinion that a document, in order to be incorporated in a will, must be referred to *as then existing*!

Reviews.

Quarter Sessions.

THE PRACTICE OF THE COURT OF QUARTER SESSIONS, AND ITS CIVIL, ADMINISTRATIVE, AND APPELLATE JURISDICTION. TO WHICH IS ADDED A SHORT TREATISE ON ITS CRIMINAL JURISDICTION, WITH TABLES OF STATUTES UNDER WHICH APPEALS LIE, AND OF ALL INDICTABLE OFFENCES TRIABLE AT QUARTER SESSIONS; AND APPENDICES. By J. F. ARCHBOLD, Esq., Barrister-at-Law. SIXTH EDITION. By F. R. Y. RADCLIFFE, K.C. Butterworth & Co.; Shaw & Sons.

Archbold's Quarter Sessions was a book with a well-established position in legal libraries years before even the elderly practitioners of the present day first saw the light. Eleven years have elapsed since the fifth edition was published, and it was high time for another to appear. This new edition is based on the fourth rather than on the fifth, and generally follows the arrangement of the former. Many alterations, of course, have had to be made owing to the transfer to the county councils of the Local Government jurisdiction o quarter sessions, the old order of things being in force when the fourth edition was published. The book has been thoroughly revised, and, in fact, rewritten with great care and skill on the part of the new editor, whose qualifications for the task are unquestionable. The book is brought up to date to the end of 1907, and includes the rules under the Criminal Appeal Act made in 1908. It is a book which is indispensable for clerks of the peace

and certain other officials, and which will be found extremely useful by any member of the legal profession having business at quarter sessions. It has stood the test of time and may be thoroughly relied on, and many of the forms given in the Appendix are not easy to find elsewhere.

Poor Law.

POOR LAW SETTLEMENT AND REMOVAL. By HERBERT DAVEY, Barrister-at-Law. Stevens & Sons (Limited).

In the year 1842 it was decided in *Tipton's case* (3 Q. B. 215) that where a parish has under statutory powers been cut up into two or more distinct parishes, all settlements acquired before the division are destroyed. This surprising decision was followed by the courts year after year down to 1907; and there are many cases reported on the subject, one of the latest being *Dorking Union* v. *St. Saviour's Union* (1898, 1 Q. B. 594). In 1903 the correctness of these cases was doubted by the House of Lords in *West Ham Union* v. *London County Council* (1904, A. C. 40); and four years later they were finally overruled in *West Ham Union* v. *Edmonton Union* (1908, A. C. 1), and a gross absurdity was at last destroyed. Other important decisions of the House of Lords in the Court of Appeal have in the last few years made considerable changes in this branch of the law. These changes have given occasion to the author to write this book. In our opinion the book was wanted, and the author has supplied a demand with considerable skill and ability. The book will be very acceptable to all members of the profession who have to deal with this important and difficult subject.

Banking.

BANKING AND CURRENCY. By ERNEST SYKES, B.A. (Oxon.). WITH AN INTRODUCTION by F. E. STEELE, Fellow of the Institute of Bankers. SECOND EDITION. Butterworth & Co.

This is a book intended, we gather, mainly for banking and commercial students, but it gives a useful insight into questions of banking and currency, and to the lawyer the practical aspect of such matters is always of importance. Bimetallism is, perhaps, a matter, just now, rather of theoretical than practical importance, but the two chapters which deal with it will repay perusal, and an interesting chapter gives an account of the development of banking in England. In the present edition chapters have been added on "Endorsements" and "Revocation of the Customer's Authority," both of these subjects being obviously of great importance to bankers, who rarely have much time to deliberate on the question "to pay or not to pay." Other sides of banking business are explained in the chapters on "Bankers and Borrowers," on "Foreign Exchanges," and on "Financial Crises." The book is a practical and lucid guide to its subject.

Adulteration of Food.

ADULTERATION OF FOOD: STATUTES AND CASES DEALING WITH COFFEE, TEA, BREAD, SEEDS, FOOD AND DRUGS, MARGARINE, MILK-BLENDED BUTTER, FERTILIZERS, AND FEEDING STUFFS, &c. By DOUGLAS C. BARTLEY, Barrister-at-Law. THIRD EDITION. Stevens & Sons (Limited).

This book consists of the various Acts on the subjects dealt with, with concise and useful notes following each section, and referring to all the decided cases. The most important of these Acts are the Sale of Food and Drugs Acts, 1875, 1879, and 1899. It is a little book which has been found extremely useful in practice, and is well put together and trustworthy.

Books of the Week.

Principles of the Common Law. Intended for the Use of Students and the Profession. By JOHN INDERMAUR, Solicitor. Eleventh Edition. By the Author and CHARLES THWAITES, Solicitor. Stevens & Haynes.

The Workmen's Compensation Act, 1906. By V. R. ARONSON, M.A., B.C.L., Barrister-at-Law. 15s. net. T. Fisher Unwin.

The Time Limit on Actions: being a Treatise on the Statute of Limitations and the Equitable Doctrine of Laches. By JOHN M. LIGHTWOOD, M.A., Barrister-at-Law. Butterworth & Co.

A strange echo of old times is afforded by the statement that a memorial to the six Dorset agricultural labourers who in 1834 were sentenced to seven years' transportation for combining to obtain better wages is contemplated. For forming their small union George Loveless and his five companions were tried for mutiny and conspiracy under the Act of 37 Geo. 3, and were sent in a convict ship to Van Dieman's Land. Eventually, at the instance of Lord John Russell, they were released. The proposal is to erect two cottage homes at Tolpuddle for aged and indigent agricultural labourers.

Correspondence.

The Land Registry.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—With reference to the new rules under the Land Transfer Act, it would appear to be the custom with the registrar to issue a letter, shortly after the documents have been lodged on an application for first registration, informing the applicant's solicitor that, subject to the abstract of title and requisitions being retained at the registry, a note will be placed on the land certificate to the effect that the property can be registered two years hence with an absolute or good leasehold title unless the registrar should hear from such solicitor to the contrary. Unless it is desired that this should be done, may we remind solicitors that it is necessary for them to write immediately to the registrar disclaiming any desire that this note be placed on the land certificate, as if the letter is not replied to the registrar will claim to retain the examined abstract and requisitions?

The delay of three weeks usually involved by the new rules, during which period no documents of title whatever are in the hands of the purchaser, will doubtless be a frequent source of great inconvenience. Moreover, in the not unusual case of a purchaser requiring to borrow money to enable him to complete his purchase, the retention of all the documents of title may very well prove a source of difficulty, particularly where the lender is a bank or a trustee.

The form of letter issued by the registrar, under which something will be done for which no desire is expressed by the applicant, in default of this desire not being actually repudiated, seems to us very objectionable. WOOD & SONS.

16, Eastcheap, London, E.C., Feb. 8.

[See observations under head of "Current Topics."—ED. *S.J.*]

Notaries.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—At the meeting of the Law Society on the 29th ult., Mr. Charles Ford is reported to have said "it was the feeling throughout the country that there was a scarcity of notaries." I cannot speak for London, but in the country there are more notaries than work. It is only in the large commercial towns where any notarial work arises, and if Mr. Ford will consult the Law List he will find them well supplied.

I practise as a notary in a commercial town of 90,000 population, and on an average have not more than three or four matters a year, exclusive of the noting of a few bills at the large fee of 1s. 6d. each.

I am sure many members of the Incorporated Society of Provincial Notaries would like to know of a town containing work which is not already well supplied with notaries. ENQUIRER.

The New Mayor's Court Rules.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Referring to the new Mayor's Court Rules providing for the issue of "Default plaints," the form of affidavit necessary to obtain such a plaint does not provide for the case of a defendant being out of the jurisdiction. Presumably, when this is so, a further affidavit as to the cause of action arising in the City will be required as well. If this is the effect of the new rules, it is rather absurd that two affidavits should have to be sworn, and that the new form should not have been made sufficiently compendious. A. C. D.

CASES OF THE WEEK.

Court of Appeal.

HARRIMAN *v.* **HARRIMAN.** 18th and 19th Jan.; 9th Feb.

DIVORCE—DESERTION—SEPARATION ORDER BY POLICE MAGISTRATE—ADULTERY OF HUSBAND—MATRIMONIAL CAUSES ACT, 1857 (20 & 21 VICT. C. 85), SS. 16, 27—SUMMARY JURISDICTION (MARRIED WOMEN) ACT, 1895 (58 & 59 VICT. C. 39), SS. 4, 5.

A wife obtained a separation order from a police magistrate under the Summary Jurisdiction (Married Women) Act, 1895, on the ground that her husband had deserted her, the desertion having taken place less than two years before the order. The husband having subsequently committed adultery, the wife, after the expiration of two years from the time that her husband left her, filed a petition for divorce.

Held, by the full Court of Appeal, that the husband had not been guilty of desertion for "two years or upwards," as his desertion in law ceased to run from the date of the order, and the wife, therefore, was not entitled to a divorce.

Dodd *v.* Dodd (1906, P. 189) *followed.*

This was an appeal, brought in *formâ pauperis* by Mrs. Lily Isabel Harriman, against an order of Bucknill, J., which dismissed her petition for dissolution of her marriage with William Vines Harriman, on the ground of his desertion and adultery. The learned judge held that in the circumstances the desertion by the husband had not continued for "two years and upwards," and the sole question was whether a separation order granted a wife under the Summary Jurisdiction (Married Women) Act, 1895, ended from the date of the order in law the desertion by the husband. The case was argued last sittings, but in view of its importance was ordered to be reargued before a full court. The appeal was reargued on the 18th and 19th of January, and judgment was reserved.

COZENS-HARDY, M.R., read the following judgment:—"This appeal raises an important question as to the effect of the Summary Jurisdiction (Married Women) Act, 1895, upon the jurisdiction and practice of the Divorce Court. On the 9th of March, 1906, upon a complaint made to a metropolitan police magistrate by Mrs. Harriman, that her husband did unlawfully desert her, the magistrate adjudged that the matter of the said complaint was true, and ordered that the applicant be no longer bound to cohabit with her husband, and that the husband should pay to his wife 25s. a week, with the costs of the application. The husband was served with the summons, but did not appear. On the 24th of December, 1907, the wife petitioned for a divorce, alleging desertion from the 18th of July, 1905, for two years and upwards, coupled with adultery. At the trial before Mr. Justice Bucknill the husband did not appear. The adultery was proved, but the learned judge, following the decision of the presdent in *Dodd* v. *Dodd* (1906, P. 189), dismissed the petition. Against this decision the present appeal is brought. The jurisdiction to grant a divorce is conferred by section 27 of the Divorce Act of 1857. If the wife is petitioner she must allege and prove adultery, coupled (1) with cruelty or (2) with desertion without reasonable cause for two years or upwards (section 27), and the court is required to 'satisfy itself' as to the facts alleged (section 29). The necessity for the continuance of desertion for two years has been expressly altered in one case only—namely, where the respondent has failed to comply with a decree for restitution of conjugal rights (section 5 of the Act of 1884). The present case does not fall within that exception, and the petitioner's right to a divorce must depend upon section 27 of the Act of 1857. It was contended, though not very strenuously, that desertion without reasonable excuse for more than two years had been proved. But in my opinion it is impossible that the petitioner, who, in March, 1906, obtained an order that she should be no longer bound to cohabit with her husband, can be allowed, in the absence of any further evidence on her part, to say that her husband's desertion continued after that date. By obtaining the order she not only expressed the desire that cohabitation should not be resumed but effectually prevented it. The order cannot have a less effect than a separation deed made after desertion, and such a deed would prevent the period of desertion from running on. But it is contended that although cruelty was neither alleged nor proved, the effect of section 5 (a) of the Act of 1895 is to make the non-cohabitation provision in the magistrate's order 'have the effect in all respects of a decree of judicial separation on the ground of cruelty,' and thus indirectly to treat the desertion as equivalent to cruelty, and so to justify a divorce. I am unable to follow this argument. What is the effect of a decree of judicial separation on the ground of cruelty? It has the same force and the same consequences as a divorce *a mensâ et thoro* under the old law (sections 7 and 16), and it makes a wife a *feme sole* so far as property and contract and suing and being sued are concerned (sections 25 and 26). Beyond this it has no absolute effect. It may perhaps operate by way of estoppel *inter partes*, so as to prevent the husband from thereafter denying that he has been guilty of cruelty, though I desire to express no opinion on that point. It cannot in any way estop the court. For the jurisdiction in matters of divorce is not effected by consent. No admission of cruelty or adultery, however formal, can bind the court. The public interest does not allow parties to obtain divorce by consent, and the analogy of ordinary actions cannot be applied. The utmost effect by way of estoppel which the order of March, 1906, can have is to prove desertion at that date, but not desertion for two years. If the order had been made on complaint of cruelty, and it had been adjudged that the matter of the complaint was true, the Divorce Court might have granted a divorce on proof of subsequent adultery. The result is that I agree entirely with the judgment of the President in *Dodd* v. *Dodd*, and I do not think it necessary to discuss minutely the early statutes prior to 1895, which are fully dealt with by the President. I will only add a few words upon the language of sections 4 and 5 of the Act of 1895. I find in section 4 several distinct acts or omissions on the part of the husband which may justify an order under the Act. Most of these involve cruelty. One, namely, desertion, does not necessarily involve cruelty. And I find in section 5 jurisdiction to make all or any of four distinct provisions. I am not satisfied that section 5 ought to be read so as to limit the non-cohabitation provision to cases of cruelty as distinct from mere desertion. But however that may be, I feel strongly that the magistrate ought not to treat it as a matter of course, a mere matter of form, to insert that provision, and if that provision is not inserted, the difficulties of which this case is an illustration could not arise. The appeal must be dismissed."

VAUGHAN WILLIAMS, FLETCHER MOULTON, FARWELL, BUCKLEY, and KENNEDY, L.JJ., read judgments to the same effect. Appeal dismissed.—COUNSEL, *Emery* and *Ernest Hart; Sir W. S. Robson*, A.G., *H. Murphy*, and *Willock*. SOLICITORS, *H. A. Brady; The King's Proctor.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Re AN ARBITRATION BETWEEN ETHERINGTON AND LANCASHIRE AND YORKSHIRE ACCIDENT INSURANCE CO. No. 1. 5th Feb.

INSURANCE AGAINST ACCIDENT—ACCIDENT DIRECT OR PROXIMATE CAUSE OF DEATH—DISEASE OR OTHER INTERVENING CAUSE.

An accident policy provided for the payment of a sum of money to the insured's personal representative if the insured should sustain any bodily injury by accident, if such injury should within three months of the accident directly cause the death of the insured, but specially provided that the company were not to be liable where the direct or proximate cause of death was disease or other intervening cause, even although the disease or other intervening cause might itself have been aggravated by such accident or have been due to weakness or exhaustion consequent thereon, or the death should have been accelerated thereby.

The insured, while hunting, was thrown and got wet. In consequence he suffered a severe shock to the nervous system, whereby the general vitality of his body was impaired. He rode home, and within forty-eight hours developed pneumonia, from which a few days afterwards he died.

Held, affirming the decision of Channell, J. (24 *T., L. R.* 784), *that death was caused by an accident within the meaning of the policy, and that the company, therefore, was liable.*

Appeal by the company against a decision of Channell, J., on a special case stated by arbitrators in a claim under a policy of insurance, dated the 25th of February, 1900. The question for decision was whether the executors of the late A. H. Etherington were entitled to £1,000 from the defendant company under an accident policy which had been taken out by the deceased. By the policy the company undertook that if the insured sustained an injury by physical means, and if such injury directly caused death within a specified time, they would pay the sum insured for to the personal representatives of the insured. The policy further provided as follows: "This policy only insures against death . . . where accident within the meaning of the policy is the direct or proximate cause thereof, but not where the direct or proximate cause thereof is disease or other intervening cause, even although the disease or other intervening cause may itself have been aggravated by such accident or may have been due to weakness or exhaustion consequent thereon or the death accelerated thereby." On the 13th of February, 1907, the deceased went hunting with Lord Belfort's hounds, and while his horse was jumping a fence, in which a strand of wire was concealed, was violently thrown, falling upon his left side and shoulder. In addition to receiving a severe shock to his nervous system, he was made wet to the skin by falling on to a boggy piece of land. He succeeded, however, in riding home a distance of nine miles or so, but within forty-eight hours pneumonia set in, from which he died on the 20th of February. His executors claimed £1,000, the amount of the policy, but the claim was disputed on the ground that the accident was not the direct or proximate cause of death. Channell, J., held in favour of the claimants, and the company appealed.

VAUGHAN WILLIAMS, L.J., said the appeal failed. He thought, on the true construction of the policy, that the company were liable not only to pay for a fatal accident which, to use an old expression, caused "death on the spot," but on death of the assured at any time within three months so long as the actual cause of death was the direct result of the accident. What were the facts here? It was said that pneumococcus germs were usually to be found in the respiratory organs of normally healthy people, but that they multiplied only and became virulent when the vitality of the lungs became impaired. What was to be expected as the natural consequence of a severe fall and a ride home on a winter's day in dripping wet clothes happened here—pneumonia set in, and death from that cause was the direct result of the accident within the meaning of the policy.

FARWELL, L.J., agreed. He thought that in this case death was the result of the accident pure and simple. It seemed to him that if an accident did not kill a man within three months—the time which limited the company's liability under this policy—there would be very few cases in which death could be directly attributed to the accident. It would more probably in that case be due to blood poisoning or some intervening cause.

KENNEDY, L.J., concurred. The appeal was accordingly dismissed with costs.—COUNSEL, *McCall*, K.C., and *J. D. Crawford; Dickens*, K.C., and *Lyttelton Chubb*. SOLICITORS, *Pritchard, Englefield & Co.; Whitehouse, Etherington, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

REPUBLIC OF BOLIVIA *v.* INDEMNITY MUTUAL MARINE ASSURANCE CO. (LIM.). No. 1. 28th Jan.

INSURANCE (MARINE)—PIRACY—WARRANTED FREE FROM CAPTURE EXCEPT PIRACY—ORGANISED EXPEDITION TO ESTABLISH GOVERNMENT.

Goods were shipped by the Bolivian Government for their troops, who were in the district of El Acre, for the purpose of resisting an organised expedition seeking to acquire that district and to establish a government there of their own. The organizers of the expedition fitted out two ships for the purpose of intercepting vessels carrying provisions and stores for the Government troops, and stopped the vessel in the River Acre and seized the goods. The goods were insured under two policies, one of which contained a clause "warranted free of capture, seizure, and detention . . . piracy excepted."

Held, affirming a decision of Pickford, J. (24 *T. L. R.* 724), *that this*

was not a loss by piracy within the meaning of the exception in the policy, and that the action had rightly been dismissed.

Appeal by the plaintiffs from a decision of Pickford, J. The plaintiffs, the Republic of Bolivia, claimed for a loss under two policies of marine insurance issued by the defendants, both dated the 20th of November, 1900, and both upon goods valued at £7,500, by the steamship *Labrea*, from Para, at the mouth of the River Amazon, to Puerto Alonzo, and places on the River Acre and (or) in that district. The first policy was subscribed by the defendants for £375, and was against all usual risks, but it contained the following clause: "Warranted free of capture, seizure, and detention, and the consequences thereof, or any attempt thereat, piracy excepted, and also from all consequences of riots, civil commotions, hostilities, or warlike operations, whether before or after declaration of war." The other policy was subscribed by the defendants for £7,500, and was expressed to be against war risks only to cover such risks as are excluded from original marine policies by f. c. and s. clause. The first policy was issued by virtue of a slip dated the 3rd of March, 1900, and the second on a slip dated the 8th of November, 1900. These slips were open covers taken out by a firm of Suarez & Co., of Para, who had also establishments in London and Bolivia, and the goods of the Bolivian Government were declared subsequently and insured by the policies above mentioned. On the 21st of December, 1900, during the course of the insured voyage, *The Labrea* was stopped at Coqueta by an armed vessel, *The Solimoes*, which was manned by revolutionary forces, and was flying the flag of and acting under the revolutionary junta of El Acre. Those on board *The Solimoes* compelled *The Labrea* to come alongside *The Solimoes*, and removed from *The Labrea* the whole of the insured goods. The plaintiffs claimed they had thus sustained a total loss under the risks covered by the second policy. In the alternative they alleged that the above facts constituted a loss by piracy within the terms of the first policy. The defendants denied liability, and, further, they alleged that the policies were void by reason of the non-disclosure of material facts known to the plaintiffs—namely, that an expedition was being organized and fitted out by Rodrigo Carvalho to stop supplies for El Acre, and that he had enlisted men and had two vessels for that purpose. Pickford, J., dismissed the action on both policies. The plaintiffs appealed as to the first policy only for £375 on the ground that the acts complained of amounted to piracy, and did not contest the finding of the learned judge that there had been a concealment of material facts, which rendered the policy for £7,500 invalid.

THE COURT (VAUGHAN WILLIAMS, FARWELL, and KENNEDY, L.JJ.) dismissed the appeal. The acts complained of were those of a filibustering force, and neither in law nor in a commercial sense could be construed as acts of piracy. Even if the plaintiffs' contention that the acts, although not amounting to piracy, were *ejusdem generis* therewith, were accepted by the court, that would not entitle the plaintiffs to recover on the policy, which contained a free of warranty clause.—COUNSEL, *Scrutton*, K.C., and *McKinnon; J. A. Hamilton*, K.C., and *L. Leck*. SOLICITORS, *Thomas Cooper & Co.; Waltons, Johnson, Bubb, & Whatton*.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

Re **LYKES, DECEASED. JARAM** *v.* **HOLMES.** Joyce, J. 26th Jan.; 6th Feb.

PRACTICE—PARTIES—TRANSMISSION OF INTEREST—NECESSARY OR DESIRABLE PARTY—TRUSTEE IN BANKRUPTCY OF DEFENDANT—OPTION OF BENEFIT TO THE BANKRUPT UNDER ORDER OF COURT BEFORE BANKRUPTCY—BENEFICIAL INTEREST OF BANKRUPT IN FUNDS IN COURT—JURISDICTION OF BANKRUPTCY COURT TO RE-OPEN ACCOUNTS ORDERED UNDER DECREE OF THE CHANCERY DIVISION—R. S. C. XVII. 4.

An order was made in an action wherein Mrs. J. was the plaintiff and W. H. H. one of the defendants, that at the request of the defendant W. H. H., and at his risk as to costs, an inquiry should be made as to whether any and what allowance should be made to him for the maintenance of certain beneficiaries out of certain sums found due from him under accounts ordered to be taken in the action; that certain shares (in which W. H. H. was interested as a beneficiary) should be sold by the trustees, and the proceeds paid into court, and that any of the parties might be at liberty to apply as to payment of the above-mentioned sums. W. H. H. became bankrupt; the plaintiff obtained an order to carry on the proceedings against his trustee in bankruptcy. The latter applied by summons to discharge the order.

Held, that it was desirable that the trustee in bankruptcy should be made a party in order to enable the action to proceed in respect of the sums as to which W. H. H. had an election for an inquiry and to bind his estate by the order relating to the shares. The Bankruptcy Court has no jurisdiction to conduct an inquiry as to maintenance, ordered upon terms by the Chancery Courts, and the Bankruptcy Court cannot go behind an order properly made by the Chancery Division, except for inadequacy of consideration, fraud, or collusion.

The plaintiff was entitled under the trusts of the will of Joseph Lykes to an interest in remainder in certain bank shares, to two houses in Barnsley, and to a share in five houses in the same town on slightly different limitations. Upon the death of the testator's widow the plaintiff's interest in the houses vested in her in possession. The defendant William Henry Holmes was entitled under the same trusts to a life interest after the decease of his wife in the bank shares. He was also the sole trustee of the will. The plaintiff brought an action for an account of the rents and profits of the houses, to have the trusts of the will as regarded the bank shares carried into execution by the court, and for the appointment of a trustee. A decree was made in the action, accounts were directed, and a trustee was appointed. Upon further consideration and the hearing of an application to vary the master's certificate by the defendant William Henry Holmes, it was ordered that the plaintiff should recover against him £116 11s. 11d., that he should pay into court £100 moneys received by him as trustee, that he should pay certain costs, that no order should be made on the summons to vary the certificate, but at the request and at the risk as to costs of the defendant William Henry Holmes, an inquiry should be made whether any and what sums ought to be allowed to him out of the rents and profits of the five houses for maintenance of the beneficiaries entitled, that the bank shares should be sold and the proceeds paid into court, with liberty to apply in respect of the payment of the sum of £446 15s. 2d., found due from the defendant in respect of the rents and profits of the five houses. William Henry Holmes became bankrupt. The plaintiff obtained *ex parte* an order of course under R. S. C. ord. 17, r. 4, to carry on the proceedings in the action against Holmes's trustee in bankruptcy. The trustee in bankruptcy applied by summons to discharge the order on the ground that there was no transmission of interest, and that it was not necessary or desirable that he should be a party to the action.

JOYCE, J.—In this case the testator gave certain shares in the Barnsley Banking Co. upon trust for his wife during her life, and from and after her decease to the defendant Mrs. Holmes, for her life, and from after her decease for the defendant William Henry Holmes for his life, and after the death of the survivor for the children of the Mrs. Holmes, and by the same will the testator devised his real estate to his wife for life, and from and after her decease he devised two houses in Duck-lane to his sister Mary Ann Brown for her life, and from and after her decease to the issue of Mary Ann Brown; but in case she should die without leaving a child or children he devised the said two houses to the plaintiff, and the testator devised five houses fronting Duck-lane to all the children of the defendant Jennet Holmes who should be living at the decease of his said wife and the issue of such of them as might be then dead as tenants in common, but so that such issue should take the share only which their respective parents would have taken had such parents survived his said wife. Mary Ann Brown died in the lifetime of the testator, and the plaintiff is entitled in remainder to an interest in the proceeds of the shares, two houses in Duck-lane, and also to a share in the five houses on slightly different limitations. The defendant William Henry Holmes became sole trustee of the will. The plaintiff brought an action against him for an account of the rents and profits of the two houses in Duck-lane, and an account of the rents and profits of the five houses and payment of what should be found due to the plaintiff upon taking the said accounts; to have the trusts of the shares in the Barnsley Banking Co. executed, and for a new trustee. In the action a decree was made, accounts were directed against the defendant, William Henry Holmes, and a new trustee was appointed. The accounts were taken and a certificate was made of the amount due from the defendant. Upon further consideration a summons to vary the certificate was dismissed, and, I rather think upon my suggestion, an inquiry was directed whether any and what sums ought to be allowed to the defendant out of the shares of the plaintiff and the other beneficiaries entitled to the five houses for their respective maintenance. The bank shares were to be sold and the proceeds brought into court. The inquiry was at the option of and at the risk and costs of the defendant W. H. Holmes. Then he became bankrupt. There was some correspondence between the official receiver for the district acting as the trustee in bankruptcy. In a letter of the 26th of October, 1908, the official receiver wrote: "It is probable that I may apply as trustee to continue the proceedings" in an action against the plaintiff's husband. In consequence of the bankruptcy the plaintiff obtained an *ex parte* order of course under R. S. C. ord. 17, r. 4, to carry on the proceedings in the present action against the defendant W. H. Holmes, trustee in bankruptcy, and now the trustee in bankruptcy has applied by summons to discharge that order with costs. No reason or irregularity is assigned in the summons to discharge the order, and I think that the summons to discharge the order was issued under a misapprehension, but I see that the bankruptcy authorities allege that there was no transmission of interest. There was a transmission of interest of the defendant W. H. Holmes as tenant for life in remainder of the proceeds of the bank shares and a transmission of interest as to the exercise of the option to have the inquiry. In argument it was contended that it was not necessary or desirable under R. S. C. ord. 17, r. 4, that the trustee in bankruptcy should be a party to the proceedings. I am of opinion it was; without saying that it was necessary, he was a desirable and a proper party, and it was expedient that he should be bound by the certificate as to the proceeds of sales, and the parties are entitled to have the trustee to elect whether or not he would have the inquiry as to maintenance. With regard to the order to pay into court, it was contended that the plaintiff's only remedy was to prove in the bankruptcy. It was also said that the trustee in bankruptcy could take the inquiry as to maintenance in bankruptcy. I do not consider that the Bankruptcy Court can go into the question of the amount of maintenance. That court can go behind an order for want of consideration or in circumstances of collusion or fraud, but it cannot separate a liability which has been properly settled in this action. The inquiry into maintenance cannot be taken in the Bankruptcy Court. The proceedings in this action will be tied up if the trustee refuses to elect whether he will have the inquiry or

not, and I hold that he is a desirable and proper party under ord. 17, r. 4, and even a necessary party to these proceedings. The summons is dismissed with costs.—COUNSEL, *C. H. Sargant; J. G. Wood.* SOLICITORS, *The Solicitor to the Board of Trade; Corbin, Greener, & Cook,* for *Raley & Sons,* Barnsley.

[Reported by A. S. OPPÉ, Barrister-at-Law.]

***Re* STAWELL'S TRUSTS. POOLE *v.* RIVERSDALE.** Neville, J. 12th, 13th, and 23rd Jan.

SETTLEMENT — CONSTRUCTION — PORTIONS FOR YOUNGER CHILDREN — PERIOD OF VESTING—PERIOD OF DISTRIBUTION—ACCELERATION—GIFT OVER ON DEATH BEFORE VESTING OR BECOMING ELDER SON—YOUNGER SON BECOMING ELDER SON AFTER PAYMENT—POWER OF APPOINTMENT —TIME—ACCELERATION DEPENDANT ON ACT OF PERSON OTHER THAN DONEE OF POWER.

C. S., the donee, under a will, of a power of appointment over £6,000 for her younger children, by her marriage settlement directed the trustees to raise the sum out of lands comprised in the settlement, and hold the same subject to appointment by herself and her husband, and in default to divide the sum among her children other than her eldest son, equally, the shares to vest, in the case of sons, at twenty-one, of daughters at twenty-one or marriage, the payment to be postponed until after the death of the survivor of the husband and wife unless they or the survivor should signify a desire that the same should be sooner raised. Provided that if any one or more of such younger children, being a son, should die before twenty-one or become an eldest son, or being a daughter, should die before attaining twenty-one, or marrying, the original or accrued share of the one so dying should accrue to the survivors. There were three children of the marriage, who all attained twenty-one. The husband purported to appoint to the two younger children, and survived the wife. By an indenture of mortgage, to which the trustees of the settlement were parties, the husband signified the desire that the £3,000 should be raised in favour of W., the second son, and W. mortgaged the sum of £3,000. J., the eldest son died in 1900. The husband died in 1905. W. succeeded to the estate, and died in 1907.

Held, that W.'s representative was entitled to the £3,000; the husband's appointment was bad, but the concurrence by the husband in the mortgage of the £3,000 was a release of his life interest therein in favour of W. and his assigns: the mortgage amounted to payment to W. in acceleration of the period of distribution, and (there being nothing in the settlement to the contrary) was final.

Held also, that the provision for acceleration was within the wife's power to appoint the time, and was not a delegation of such power.

Under the will of Jonas Stawell, his daughter Charlotte, in case of her marriage, had a power of appointment by indenture of settlement over a sum of £6,000, to be charged by her upon certain estates in favour of her younger children "in such shares and proportions and at such times or time and in such manner and form as she should by deed or will appoint." By her marriage settlement she directed the trustees, after the decease of the survivor of herself and her husband, to raise £6,000 for the children other than an elder son. She purported to give her husband a power of appointment among the children (which power the learned judge held to be inoperative), and then reserved a power of appointment to herself, and in default directed the fund "to go and be shared among all such children except an eldest or only son in equal parts, to be and become a vested interest or interests and to be paid and payable, in the case of sons, at twenty-one, and daughters at twenty-one or upon marriage in case the same shall take place after the decease of the survivor of the husband and wife; but, if previously, payment to be postponed until after such decease unless they or the survivor by writing should signify a desire that the same should be sooner raised. "Provided always that, notwithstanding the postponing of the payment of such portion or portions, all and every such portion shall be considered as vested interests in such of the younger sons as shall attain the age of twenty-one or in such of the said daughters as shall attain that age or marry in the lifetime of the husband and wife or the survivor." This was followed by an accruer clause in favour of the others "if any one or more of such younger children, being a son, shall die before he shall attain the age of twenty-one years, or become an eldest son, or, being a daughter, shall die before she shall attain that age or be married, and no direction or appointment having been made or given by the husband to the contrary." There was also power to advance one moiety of the expectant or vested shares. In 1871 the husband purported to exercise the power of appointment. There were three children of the marriage—Jonas, William, and Esther. They all attained the age of twenty-one; the youngest in 1876. The wife died in 1882. By a mortgage of the 21st of June, 1897, to which the trustees of the settlement were parties, and also the husband, for the purpose, among other things, of signifying that the sum of £3,000, to which William was entitled as his portion as a younger son under the will, the settlement and the appointment, should be raiseable on the execution of the mortgage and bear interest at 5 per cent. per annum, William, with the concurrence of the trustees, conveyed to the mortgagees the said sum of £3,000 charged as thereinafter mentioned. Jonas died in 1900, the husband died in 1905, and thereupon William succeeded to the estates. He died in 1907. Adjourned summons.

NEVILLE, J., after stating the facts.—The question is whether upon William's succession to the estates he remained entitled to the £3,000 dealt with by the deed of 1897. The rule referred to in *Collingwood* v. *Stanhope* (L. R. 4 H. L. 43) is plain. Where in a settlement portions are provided for younger children, the elder son is interpreted to mean the son who takes the estates in possession irrespective of the date of his birth. The character of the eldest son is to be ascertained at the time appointed for payment of the portions (*per* Lord Westbury in *Ellison* v. *Thomas* (1 De G. J. & S. 18), or, as it is put elsewhere, at the period of distribution. This, however, is not a rule of law, but a rule of construction, and can only be applied in cases where it is not inconsistent with the terms of the settlement. In *Lord Teynham* v. *Webb* (2 Ves. sen. 198) Lord Hardwicke, speaking of Lord Cowper's decision in *Chadwick* v. *Doleman* (2 Vern. 528), says Lord Cowper inferred a tacit condition (in the case of an appointment) that the capacity of being a younger son should continue until the time of payment came, and points out that the same condition must apply in default of appointment. It is upon this that the statement in Sudgen on Powers, p. 680, appears to be founded. "Of course the change of character must take place before receipt of the money, clearly a younger son becoming eldest and taking the estate cannot be called upon to refund a portion received out of the estate when he was a younger child and in that character." In Farwell on Powers, p. 503, referring to a passage in *Collingwood* v. *Stanhope* (*ubi supra*) stating that a child who at the period of distribution had become an eldest child is no longer entitled to a portion even if he has had a portion assigned to him, the learned author adds: "This would appear to extend to cases where the portion has been not merely appointed, but actually paid over, if such payment has not been made by means of a release of the appointee's life interest," and with reference to Lord St. Leonards' statement above mentioned, says "it can hardly be intended to apply to cases where the portion has been advanced before the period at which it would have been naturally payable." I think it is consistent with what has been said by both the learned authors that a payment will be final if made in accordance with the terms of the settlement or upon the eldest son actually succeeding after the period of distribution has been accelerated by the release of the prior life estate. Payment when made in accordance with the terms of the settlement is, in my opinion, final and irrevocable. The mere vesting of the portion, whether by appointment or otherwise, however, will not be sufficient to exclude the rule. *Chadwick* v. *Doleman.* The express limitation over contained in the settlement, in my opinion, is equivalent in its operation to the rule applicable in cases where there is no such limitation. The limitation over is not limited to the event of a son becoming the eldest before attaining twenty-one. Even if it were it would not prevent the application of the rule: see *Re Bailey* (6 Ch. 590). The limitation over must, however, be confined to the happening of a contingency within some definite period, which, I think, must be the period before payment. To hold that it takes effect upon the happening of the event at any time up to and including actual succession to the estates would be to defeat the expressed intention of the instrument. It appears to me that a direction for payment excludes the idea of subsequent divesting. I think that the provision enabling payment to be made in the lifetime of the parents was intended to enable an immediate provision to be made for any younger child, and that the time for payment to a son who had attained twenty-one arose when, after the death of the wife the husband signified his desire that his portion should be raised. It is said that such a provision was in fact a delegation of her power by the wife, inasmuch as it enabled the husband at his pleasure to accelerate the payment of a portion to a younger child; but, in my opinion, it is within the power to appoint at such time or times as the wife should appoint. To hold that the will did not enable the appointor to direct payment of the portions until actual succession to the estates finally determined the question of which of the children were younger children would be too narrow a construction. The inconvenience of postponing the enjoyment of portions until their utility might to a large extent have determined seems to me to outweigh the disadvantages of providing a portion for a child who might possibly succeed to the estates. I hold, therefore, that the appointor, with the consent of the tenant for life, could direct payment to a child who was at the time of payment a younger child. It remains to be considered whether the mortgage of 1897 was equivalent to payment. Although the appointment by the husband was not valid, the portion of William in default of appointment at that date was £3,000, the two younger children having attained twenty-one and the wife having died without having further exercised her power. In my opinion the trustees were bound to raise and pay this sum to William at the direction of the husband, and the mortgage appears to me to amount to a direction so to do. The trustees had, and would have now, no answer to an action by the mortgagor and the mortgagees to compel them to raise and pay the £3,000. The mortgage appears to me to have become a charge upon the estate, which the trustees held for the benefit of William and his assignees. In my opinion the representative of William is entitled to the £3,000, subject to the mortgage.—COUNSEL, *Church; Butcher,* K.C., and *Dighton N. Pollock; Jenkins,* K.C., and *Tindal Robertson; Petersen,* K.C., and *Carr.* SOLICITORS, *Eardley, Holt, Lightly, & Co.; Pollock & Co.; F. Freke Palmer; Lawrence & Mavro.*

[Reported by A. S. OPPÉ, Barrister-at-Law.]

BANK OF AFRICA (LIM.) *v.* COHEN. Eve, J. 4th Feb.

HUSBAND AND WIFE—WIFE SURETY FOR HUSBAND—UNDUE INFLUENCE—PRESUMPTION—CAPACITY TO CONTRACT—LAW OF TRANSVAAL—LEX SITUS.

The relation of husband and wife does not raise a presumption of

undue influence; and a mortgage by a wife to secure a husband's debts is not void merely because she had no independent advice.

The lex situs *governs the capacity to contract; and, therefore, a wife in England cannot secure her husband's debt to an English bank by a mortgage of land in the Transvaal.*

This was an action for specific performance of an agreement by the defendant Helen Cohen to mortgage or transfer to the plaintiffs property in the Transvaal as security for advances made by the plaintiffs to her husband, and for an injunction to restrain the defendant from taking proceedings in the Transvaal to recover from the plaintiffs the possession of documents relating to her title to the property. It appeared that the plaintiffs were bankers in London and the Transvaal and the defendant was the wife of Louis Woolf Cohen. In November, 1903, Mr. Cohen was indebted to the plaintiffs for advances of money, and was desirous of obtaining further advances. The plaintiffs were then holding in safe custody for the defendant the documents relating to the property. By agreement of the 23rd of November, 1903, the defendant agreed to give to the plaintiffs as security for the advances two mortgage bonds to be charged upon certain real property in Johannesburg registered in the defendant's name. The plaintiffs subsequently made further advances to Mr. Cohen. On the 4th of December, 1906, the defendant appointed the plaintiffs' manager to be her attorney to mortgage or transfer the property to the plaintiffs. On the 2nd of November, 1907, Mr. Cohen was indebted to the plaintiffs in respect of the advances in the sum of £6,538 19s. 1d., for which the plaintiffs had obtained judgment. The defendant counterclaimed that the two documents of the 23rd of November, 1903, and the 4th of December, 1906, were void as against her. It was contended on behalf of the defendant that the documents were invalid on two grounds: (1) That the defendant, being a married woman, was incapacitated by the law of the Transvaal from entering into the transactions, and (2) that she executed the documents under the influence of her husband, without independent advice, and was not aware that they were agreements to secure the indebtedness of her husband to the bank.

Eve, J., after stating the facts and reviewing the evidence, said: I am satisfied that the defendant, when she executed the documents, well knew what she was doing, and if it were not for the defence that she was incapacitated by the law of the Transvaal from entering into the transaction I should have no difficulty in coming to the conclusion that the property was validly charged. But a difficult question of law has been raised as to the defendant's capacity to contract. Now the subject matter of the contract is land in Johannesburg, and it is said that a contract to charge that land must be construed according to the law of the Transvaal. It is also said that before the defendant can be bound by such a contract the court must be satisfied as to her capacity to contract in the Transvaal. Expert witnesses have been called, and from their evidence it appears that under the Roman-Dutch law a married woman was prohibited from becoming a surety for her husband. That rule was absolute. But by degrees, as civilization advanced, certain exceptions were grafted on to the rule, as if she had separate property or if she embarked in trade. But if she did not fall within one of those exceptions she could not enter into such a contract, unless certain formalities were complied with. She must have had her rights specifically explained to her, and she must formally renounce her benefits. That is shewn by Lord Watson in *Mackellar* v. *Bond* (9 App. Cas., at p. 717), where he says: "By the law which prevails in Natal a lady cannot be effectually bound as surety, even where she executes the deed with her own hand, unless she specially renounces the benefits of the *Senatus Consultum Velleianum* and *de authentica*." It is said that the court is bound to decide this case by the *lex situs*, and if the *lex situs* shows that there is no capacity in the defendant to contract, then the contract is void, and nothing can be done to enforce it. If I were to construe the contract by the law of England I should not be prepared to hold that because the defendant had no independent advice that operated to avoid the contract. The relation of husband and wife does not raise a presumption of undue influence. On that point I accept the decision of Cozens-Hardy, J., in *Barron* v. *Willis* (1899, 2 Ch. 578), which was not dissented from in the Court of Appeal or the House of Lords. But I think that the argument founded on a passage in Dicey's Conflict of Laws, at p. 501, that capacity to contract is governed by the *lex situs* disposes of the case. In the present case I am satisfied that in 1903 the benefits were not explained to the defendant, and that she had not them in her mind. I hold, therefore, that the defendant was incapacitated from entering into the contract, and I must treat the document as void. Under these circumstances I cannot give the bank the relief they ask for. The defendant, by counterclaim, asks for delivery up of the deeds by the bank, but the bank say they ought not to be ordered to give up deeds which they hold as security. That argument is attractive, but fallacious. If I hold that the agreement is void, then every act which flows from it is also void. Reluctantly, but consistently, therefore, I must order the bank to deliver up the documents; but I give the defendant no costs. —Counsel, *Stewart Smith*, K.C., *Montague Shearman*, K.C., and *G. Wallace*; *P. O. Lawrence*, K.C., and *G. F. Hart*. Solicitors, *Budd, Johnson, & Jecks*; *Michael Abrahams, Sons, & Co.*

[Reported by S. E. Williams, Barrister-at-Law.]

GLYN *v.* **HOWELL.** Eve, J. 27th Jan.

Minerals—Coal—Wrongful Working—Statute of Limitations—Constructive Possession.

Where a mine-owner wrongfully works coal for more than twelve years before action brought he acquires no title under the Statute of Limitations to the coal except to such as he has actually worked; and constructive possession of a wider area will only be inferred where the inference is necessary to give effect to contractual obligations or to preserve the good faith and honesty of a bargain.

This was an action for a declaration of title to an undivided share in the minerals under a tract of land of some ninety acres. The plaintiffs were entitled to one undivided sixth of such minerals and the defendant to another undivided sixth. The defendant's predecessors had worked the coal under about two acres, and had acquired a good statutory title by adverse possession to the two-acre area. The question now arose whether the twelve years' possession gave to the defendant only a title to that of which his predecessors had actual possession or whether such possession operated to give him a title to the whole area of the coal lying under the ninety acres. The defendant contended that he had been constructively in possession of the whole area.

Eve, J., said: The line of authorities commencing with *Lord Dartmouth* v. *Spittle* (24 L. T. 67) down to *Thompson* v. *Hickman* (1907, 1 Ch. 550) seems to me to establish this, that where the title is founded on adverse possession the title will be limited to that area of which actual possession has been enjoyed, and that, as a general rule, constructive possession of a wider area will only be inferred from actual possession of the limited area if the inference of such wider possession is necessary in order to give effect to contractual obligations or to preserve the good faith and honesty of a bargain. Here the defendant's case is that he has been in possession for a period which gives him a statutory title, and, in my opinion, the proper legal presumption to make is that he has acquired a legal title so far only as he has been in actual possession. It would be contrary to the authorities to hold that that possession operated to give him possession of that of which he has never been in actual possession. The decisions have proceeded upon two lines: the one being those cases where possession of part has been treated as possession of the whole, because the court has found, either by contract or according to conscience, that possession of the whole is what the person possessed of the part was intended to have; and the other being those cases in which the court, finding no just reason for inferring in favour of a person relying solely on possession of a part, a constructive possession of the whole has refused to make such inference. I hold that this case falls within the latter of the two classes referred to, and, in my opinion, the defendant has acquired a statutory title to that of which his predecessors were in actual possession in 1891, and no more—that is to say, to the two-acre area.—Counsel, *Upjohn*, K.C., and *R. Rowlands*; *Jessel*, K.C., and *David*. Solicitors, *Wrentmore & Son*, for *F. James & Son*, Cardiff; *W. H. Martin & Co.*, for *Geo. David & Evans*, Cardiff.

[Reported by S. E. Williams, Barrister-at-Law.]

LADY HOOD OF AVALON *v.* **MACKINNON.** Eve, J. 5th Feb.

Mistake—Forgetfulness—Rectification or Rescission—Gift to Child, Forgetting Previous Gift.

The jurisdiction to grant relief on the ground of mistake extends to cases of mere forgetfulness, and the relief is not confined to rectification, but extends to rescission.

This was an action to rescind or set aside a deed poll of the 4th of August, 1904, and the appointment thereby made. By a marriage settlement dated the 29th of September, 1855, certain personal estate was settled upon such trusts as therein mentioned during the joint lives of Lord Hood of Avalon and the plaintiff, and after the death of either of them upon trust for the survivor for life, and after the death of the survivor in trust for such issue of the marriage as the said Lord Hood and the plaintiff should by deed jointly appoint or as the survivor should by deed or will appoint. There was issue of the marriage two daughters—Mrs. Mackinnon and Mrs. Allen. By a deed-poll of the 18th of April, 1888, Lord Hood and the plaintiff irrevocably appointed one moiety of the trust funds in trust for Mrs. Mackinnon absolutely, and by a marriage settlement of the same date Mrs. Mackinnon settled the moiety upon the usual trusts, with a covenant to settle after-acquired property. Lord Hood died in November, 1901. By deed-poll of the 24th of October, 1902, the plaintiff irrevocably appointed, subject to her life interest, £1,600 to Mrs. Allen, and by deed-poll of the 16th of January, 1904, the plaintiff irrevocably appointed, subject as aforesaid, the sum of £7,000 to Mrs. Allen absolutely. By deed-poll of the 4th of August, 1904, the plaintiff irrevocably appointed, subject to her life interest, the sum of £8,600 to Mrs. Mackinnon absolutely. The total value of the trust fund was about £29,000. The plaintiff alleged that the deed of the 4th of August, 1904, was executed under a mistake as to the facts. She had forgotten the deed of the 18th of April, 1888, and stated that if she had remembered it she would not have executed the deed of the 4th of August, 1904. Her sole object in executing it was to effect equality between her daughters. In 1908 the deed of the 4th of August, 1904, was for the first time brought to the knowledge of the plaintiff's solicitors, and the plaintiff then for the first time became aware of the mistake, and this action was commenced to have the matter set right. It was argued on behalf of the trustees of Mrs. Mackinnon's marriage settlement that mere forgetfulness was not mistake, and that mistake was not a ground for rescinding, but only for rectification of a deed.

Eve, J., after stating the facts, said: Now I am quite satisfied that the dominant idea of the plaintiff in executing the deed-poll of the 4th of August, 1904, was to place her eldest daughter in the same position as her youngest daughter, and it was with that view she instructed her solicitor to prepare the deed which was to place the daughters on an equality. At that time the plaintiff had no recollec-

tion, and her solicitor had no knowledge, of the first appointment of the 18th of April, 1888. He gave effect to her instructions by preparing an appointment of £8,600 to Mrs. Mackinnon, and there the matter rested until March, 1908, when her solicitor for the first time heard of the deed poll of 1888, the effect of which was to make it clear that the deed of the 4th of August, 1904, did not carry out the plaintiff's intention, but was inconsistent with such intention, and that the donee of the power had appointed moneys considerably in excess of the trust fund. This action was then commenced to rescind the latter deed. From what I have stated it is clear that the sole origin of the deed was the intention of the plaintiff to bring about equality. It was in form an appointment of £8,600, but in substance it was a deed to give equal interests to the daughters. In that state of things can I say that there has been such a mistake as entitles the plaintiff to have the deed rescinded? I accept the argument that the only difference between rescission and rectification is a question of remedy. If a claim to relief is established, then it is only a question which remedy ought to be applied. The mistake made in the present case was that the plaintiff forgot the first appointment. At that time her husband was in receipt of the income, and she left all matters in his hands. There was nothing, therefore, improbable in her forgetting the fact. Now, is such forgetfulness a ground for relief? In *Barrow* v. *Isaacs* (1891, 1 Q. B. 417) Lord Esher thought it was not, but Kay, L.J., thought it was. In the present case I must assume that the plaintiff only intended to bring about equality, and that she thought that that would be brought about by appointing the £8,600. It was obviously a mistake, and it seems to me immaterial whether she was misinformed or had merely forgotten. Under those circumstances I must hold that the deed was executed under a mistake, and I order it to be rescinded. —COUNSEL, *P. O. Lawrence*, K.C., and *Borthwick; Whinney; Van Neck*. SOLICITORS, *Iliffe, Henley, & Sweet; Radcliffe, Cator, & Hood*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

CHISLETT *v.* **MACBETH & CO.** Div. Court. 4th Feb.

MASTER AND SERVANT—EMPLOYERS' LIABILITY—"SEAMAN" NOT A "WORKMAN"—DEFINITION OF SEAMAN—A "RIGGER"—MERCHANT SHIPPING ACT, 1854 (17 & 18 VICT. C. 104), S. 2—EMPLOYERS' LIABILITY ACT, 1880 (43 & 44 VICT. C. 42), S. 8.

Corbett *v.* Pearce (1904, 2 *K. B.* 422) *is an authority for the proposition that the definition of a "seaman" who is excluded from the benefits of the Employers' Liability Act*, 1880, *is the same as that given in section* 2 *of the Merchant Shipping Act*, 1854.

A "rigger" employed by a shipowner on his ship to move a ship from one wharf to another is a "seaman" within the meaning of that definition.

This was an appeal from the Liverpool County Court, which raised the question of whether a "rigger" employed by a shipowner on his ship, in a dock, to move it from one wharf to another, was a "workman" within the meaning of the Employers' Liability Act, 1880, and therefore entitled to the benefits of that Act. By section 8 of that Act: "The expression 'workman' means a railway servant and any person to whom the Employers and Workmen Act, 1875, applies." By section 13 of the Employers and Workmen Act, 1875: "This Act shall not apply to seamen or to apprentices to the sea service." By section 11 of the Merchant Seamen (Payment of Wages, &c.) Act, 1880, section 13 of the Act of 1875 is repealed so far as it operates to exclude seamen and sea apprentices from the Act of 1875, but the section goes on to provide: "Such repeal shall not, in the absence of any enactment to the contrary, extend to or affect any provision contained in any other Act of Parliament passed or to be passed, whereby workman is defined by reference to the persons to whom the Employers and Workmen Act, 1875, applies." By section 2 of the Merchant Shipping Act, 1854, the term "seaman" in that Act is to include "every person (except masters, pilots, and apprentices duly indentured and registered) employed or engaged in any capacity on board any ship."

BIGHAM, J., said that in this case the plaintiff was engaged in warping a vessel owned by the defendants, by whom he was employed, from one berth to another across the Langton Dock, a very large dock in Liverpool. The plaintiff was one of five men engaged on the deck of this vessel. The duty in which he was engaged at the moment consisted of unmooring the vessel from the side of a dock where she was then lying, passing ropes to a tug and to the quay alongside which the vessel was to be moored. Then they were told that the vessel was taken across by means of the tug and by means of the ropes, and that during this operation the vessel was at no time entirely free from a quay. She did not use her own steam or any motive power of her own. That was the description given by the county court judge of what the plaintiff was doing. The only question that the court had to consider was whether the plaintiff was a "seaman" so as to exclude him from the benefit of the Employers' Liability Act, 1880. The case of *Corbett* v. *Pearce* (1904, 2 K. B. 422) was a distinct authority for the proposition that in interpreting that Act under which the plaintiff was suing the meaning of the word "seaman" must be the same as that given by the definition of a seaman in section 2 of the Merchant Shipping Act, 1854. That section defines the word "seaman" to include: "Every person employed or engaged in any capacity on board any ship." Now those words were very wide indeed, and he (the learned judge) was not going to say that they would apply to every conceivable case of a man who was actually on the deck of a ship and who was actually employed there. There was probably some limitation. But he was unable to say that this man was not "employed or engaged in" a "capacity on board" a "ship." He was employed as a "rigger," to regulate the mooring of the ship which was going from one side of the dock to the other. That being so, he was unable to follow the judgment of the county court judge, although he hesitated about differing from him as he had great knowledge of these matters. The county court judge had said in his judgment: "I have come to the conclusion that the definition does not apply to a casual and temporary employment of this character." He (the learned judge) could not accede to that statement. The definition might apply to a temporary and casual employment or it might not; but that it applied to the facts in this case he had no doubt. The plaintiff was engaged on this ship, and he was employed there. He was engaged in a matter connected with the ship. The ship was in motion at the time, though not by means of her own motive power, and she was being transferred from one place to another on the surface or water. It might be said that the work was casual and temporary; but it seemed to him to bring this man within the definition given in section 2 of the Merchant Shipping Act, 1854. The county court judge had gone on to say that this man was not a seaman because "the vessel was not employed in a self-navigating manner, but was being dragged by external power over an artificial water." If the first part of this latter statement was to be taken as accurate, it would exclude all vessels towed by tugs if they were not using their own power, and people employed upon board would not come within the meaning of the definition. He did not think that it mattered in the least that this was in a sense an artificial piece of water; it was a piece of water in connection with a tidal river. It was a large sheet of water, and it had to be navigated—that is to say, vessels had to be taken from one point to another. He could not think that the county court judge had properly applied the facts to the definition. In his opinion this plaintiff came within the terms of the definition in section 2 of the Merchant Shipping Act, 1854. For these reasons the appeal would be allowed, and judgment entered for the defendants.

WALTON, J., said that he agreed. This was an action brought by this "rigger," under the Employers' Liability Act, 1880. He supposed that the reason why it was so brought was to escape from the doctrine of common employment. He did not desire to strain the meaning of the words in the definition to the detriment of any class, but he felt bound by the decision in *Corbett* v. *Pearce* (*supra*) to hold that this man was a "seaman" excluded from the benefits of the Employers' Liability Act, 1880. Judgment must be entered for the defendants.—COUNSEL, *Hanbury Aggs; Maxwell*. SOLICITORS, *Edward Lloyd*, Liverpool; *Weightman, Pedder, & Co.*

[Reported by C. G. MORAN, Barrister-at-Law.]

SOUTH AMERICAN EXPORT SYNDICATE (LIM.) AND ANOTHER *v.* **FEDERAL STEAM NAVIGATION CO. (LIM.).** Bray, J. 14th Nov.; 29th Jan.

SHIP—BILL OF LADING—EXCEPTIONS—CERTIFICATE BY LLOYD'S SURVEYOR—DAMAGED CARGO—UNSEAWORTHINESS—LIABILITY OF CHARTERERS AND SHIPOWNERS.

Under the terms of a bill of lading shipowners were exempted from liability in respect of a cargo of frozen meat shipped from South America, provided they obtained a certificate of Lloyd's surveyor in the United Kingdom that the refrigerating machinery and insulated spaces were in a fit and proper condition. The liability of the owners was further excepted in respect of damage occasioned by or arising from the default of officers, refrigerating engineers, &c., by or from any accidents, &c., or from unseaworthiness, provided reasonable means were taken to provide against such default, accidents, &c., and unseaworthiness. It was proved at the trial that the certificate was given by a surveyor nominated by Lloyd's agent at Montevideo, and that the damage was caused by unseaworthiness in respect of the refrigerating machinery, due to the neglect of the ship's agents and the refrigerating engineer.

Held, that the shippers were not bound by such certificate, and as reasonable means were not taken, the owners were not protected by the bill of lading from the ordinary liability for unseaworthiness.

Action brought by the plaintiffs to recover £14,775 damages for breach of contract on the part of the defendants in and about the carriage of a cargo of frozen meat shipped from South America. By the terms of the bill of lading shipowners were exempted from liability for loss or damage resulting from any of the following causes or perils:—"Act of God . . . sweating, evaporation, or decay arising from bad stowage or otherwise . . . insufficient ventilation or heat of holds . . . . perils of the seas, rivers, or navigation, of whatsoever nature or kind and however caused; whether or not any of the perils, causes or things above mentioned, or the loss or injury arising therefrom be occasioned by or arise from any act of omission, negligence, default, or error in judgment of the master, pilot . . . engineers, refrigerating, or otherwise . . . or other persons whomsoever, whether such act, &c., shall have occurred before or after the commencement of or during the voyage; or any other cause beyond the control of the owners or charterers," and ". . . or by or from any accidents, defects, latent or otherwise, in hull, &c. . . . or from unseaworthiness . . . provided reasonable means have been taken to provide against such defects and unseaworthiness." The cargo was

carried in two parcels by the steamship *Surrey*, which was equipped with insulated holds and refrigerating machinery, and the cargo was damaged through the failure of the refrigerating machinery. One parcel was loaded at Rio Seco and discharged partly in London and partly in Liverpool, and the other was loaded at Montevideo and discharged in London. The jury found that the ship was unseaworthy when she left Rio Seco and Montevideo, in respect of its refrigerating machinery, that the damage was caused by this unseaworthiness, and that the unseaworthiness was due to the neglect of the ship's agents at Durban and the chief refrigerating engineer. Counsel for the defendants contended that the plaintiffs, having accepted a certificate from a person appointed by Lloyd's surveyor, they were bound thereby, and that they were also protected by the exceptions in the bill of lading which applied to them. Counsel for the plaintiffs contended that the certificate given did not satisfy the obligation resting on the defendants. Also, exception clauses in bills of lading must be in clear and unambiguous terms, *per* Lord Macnaghten in *Elderslie Steamship Co.* v. *Borthwick* (1905, A. C. 93, at p. 96), and *per* Lord Loreburn in *Nelson Line* (*Limited*) v. *James Nelson & Sons* (*Limited*) (1908, A. C. 16, at pp. 19 and 20). The owners were not exempted from the usual obligation to provide a seaworthy vessel. *Cur. adv. vult.*

Jan. 29.—BRAY, J., said, after stating the facts, the ordinary and well-known meaning of "Lloyd's surveyor" was a surveyor appointed by Lloyd's Shipping Register, and the person appointed was not in the ordinary sense of the words a Lloyd's surveyor, and nothing happened which would justify holding that he was a Lloyd's surveyor within the meaning of the bill of lading; and the certificate granted by him after an imperfect inspection did not exonerate the defendants from their liability as to unseaworthiness. It had been contended by the defendants that if the vessel was found unseaworthy they were protected by the clause beginning "the act of God" and ending "beyond the control of owners or charterers," and that the words in the following clause, "provided that reasonable means have been taken," must, having regard to the preceding clauses, be read as "provided that reasonable means have been taken by *the owners or charterers*." In his opinion the two clauses could not be read together in that way, and he thought the decision in *James Nelson & Sons* v. *Nelson Line* (1907, 1 K. B. 769) had a material bearing on this point, having regard to the statement of law on pp. 779 and 780. Having regard to the findings of the jury, he found for the plaintiffs, subject to the assessment of damages.—COUNSEL, *J. A. Hamilton*, *Bailhache*, K.C., and *H. Gorell Barnes*; *Isaacs*, K.C., *Scrutton*, K.C., and *Lewis Noad*. SOLICITORS, *William A. Crump & Sons*; *Parker, Garrett, Holman, & Howden*.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

Solicitors' Cases.

LOMAS *v.* JOSEPH. Div. Court. 3rd Feb.

SOLICITOR—REMUNERATION—"PREPARING, SETTLING, AND COMPLETING LEASE AND COUNTERPART"—PART ONLY OF THIS WORK DONE—SCALE FEE—SOLICITORS ACT, 1843 (6 & 7 VICT. C. 73), S. 37—SOLICITORS' REMUNERATION ORDER, 1882, SCHEDULE I., PART II.

A solicitor who has done part only of the work entitling him to the scale fee under Part II. *of Schedule* I. *of the Solicitors' Remuneration Order*, 1882, *must deliver a bill a month before bringing an action for his costs, particularizing the items of work and disbursements, pursuant to section* 37 *of the Solicitors Act*, 1843.

This was an appeal from the county court. The plaintiff, who was a solicitor, brought an action in respect of a bill of costs for £4 16s. 6d. The defendant set up the defence that the plaintiff had not complied with the provisions of section 37 of the Solicitors Act, 1843, by delivering a proper bill of costs one month before action brought. It appeared that the plaintiff had, after doing certain work for the defendant, sent him a letter more than a month before he brought his action, in which was the following passage:—"The tenancy agreement of Heron's Court has now been stamped, and I shall be happy to forward you the part signed by my client in exchange for a cheque for my charges and disbursements, particulars of which I enclose herewith." The enclosure was as follows:—As to the agreement for tenancy of Heron's Court, Heronsgate, Rickmansworth, at a rental of £85 per annum.—1907, January and February.—To professional charges for preparing, settling, and completing agreement and duplicate, £4 4s.; disbursements, February 13.—Stamp on lease, 7s. 6d.; the like counterpart, 5s.—12s. 6d. = £4 16s. 6d. This sum of £4 16s. 6d. not having been paid, the plaintiff brought his action in the county court, but the judge gave judgment for the defendant, although he expressed the opinion that if the plaintiff had made his charge up to £5 the bill would have been a good one as a scale charge under Part II. of Schedule I. of the Remuneration Order, 1882, made under the Solicitors' Remuneration Act, 1881. The scale fee there set out is as follows:—"Lessor's solicitor, for preparing, settling, and completing lease and counterpart—where the rent does not exceed £100, £7 10s. per cent. on the rent, but not less in any case than £5." The plaintiff appealed. It appeared from the notes of the county court judge, which were read upon the appeal, that some of the work under the scale above mentioned—i.e., the engrossing of the lease and counterpart, had not been done by the plaintiff. In the course of the argument it was admitted on behalf of the plaintiff that, apart from the provision for the scale fee (*supra*), the bill sent by the plaintiff to the defendant was not a proper bill of costs, shewing particular items within the meaning of section 37 of the Solicitors Act, 1843.

BIGHAM, J., said that he was of opinion that this appeal must be dismissed. He could not help saying that he thought a great deal of time and money had been spent upon the case. What ought to have been done was to send a bill to the taxing master to tax the bill on the basis of payment for work actually done. There was no doubt that the defendant owed the plaintiff some money for some work that he had done. But they (the learned judges) only had to deal with the case as it came before them. The plaintiff, who was a solicitor, had done certain work, for which if he had done the whole of it—had completed it—he would have been entitled to charge according to the scale set out in Part II. of Schedule I of the Remuneration Order, 1882, made under the Act of 1881: "Lessor's solicitor, for preparing, settling, and completing lease and counterpart, where the rent does not exceed £100, £7 10s. per cent. on the rental, but not less in any case than £5." But, in fact, the solicitor did not do the work. He did some of the work, but that did not come within the meaning of the words that he had read. He did not do the work that entitled him to make this scale of charge. Then he sent in a bill which was supposed to comply with the provisions of section 37 of the Act of 1843. That bill was before them. It was not a bill within the meaning of the Act of 1881, because the whole of the work had not been done. They had then to fall back on the Act of 1843. But it was admitted this was not a bill with items within the meaning of section 37 of that Act. That being so, the plaintiff was unable to meet the objection that he was not entitled to commence an action for fees till one month after delivery of a proper bill with items. He thought that this was what the county court judge must have meant, that the plaintiff could not charge the scale fee, as the whole of the work for that fee had not been done. That being so the items of the work must be specified under section 37 of the Act of 1843. The appeal, therefore, would be dismissed.

WALTON, J., said that he agreed. He thought the county court judge had decided the case on a ground which from a technical point of view had nothing to do with the case. A solicitor must deliver a bill containing the items of his charges a month before action within the meaning of section 37 of the Act of 1843. But where a solicitor had done certain work which comes within Part II. to Schedule I. of the Remuneration Order, 1882, made under the Solicitors' Remuneration Act, 1881, a charge in accordance with the scale is a particular item, and that would be sufficiently specified. But in this case it was conceded that the solicitor had not done the whole of the work for which this scale fee was specified. So that he had not done the work for which the fee was provided by the scale. That being so, the only charge he was entitled to send in was a bill of separate items. But he had not delivered a bill particularizing these items one month before bringing his action. The appeal, therefore, must be dismissed.—COUNSEL, *Harold Hardy*; *Mackenzie*. SOLICITORS, *Camp, Ellis, & Co.*; *Dixon & Hunt*.

[Reported by C. G. MORAN, Barrister-at-Law.]

Societies.

Worcester and Worcestershire Incorporated Law Society.

The annual meeting of the society was held at the Law Library, Pierpoint-street, on the 26th ult. Present: Messrs. A. S. Allen (president), J. H. Yonge (vice-president), F. R. Jeffery, W. W. A. Tree, E. A. Davis, R. A. Essex, T. H. Gallaher, T. R. Quarrell, L. R. Needham, C. T. E. Clarke, G. W. Hobson, F. G. Hyde, N. G. Hyde, G. H. T. Foster, A. F. Alcock, and W. B. Hulme (honorary secretary).

The annual report of the committee and the honorary treasurer's accounts for the past year were received and adopted, and the following officers were elected for the ensuing year: President, Mr. J. H. Yonge; vice-president, Mr. S. B. Garrard; committee, Messrs. A. S. Allen, F. R. Jeffery, W. W. A. Tree, R. A. Essex, J. L. Wood, and T. R. Quarrell, in addition to the officers of the society; auditors, Messrs. C. T. E. Clarke and J. G. Sheild; hon. treasurer, Mr. S. B. Garrard; and hon. secretary, Mr. W. B. Hulme.

The following are extracts from the report of the committee:

Members.—The present number of members is fifty-four, which is a decrease of two on the number of members last year. Your committee regret to record the death of Mr. A. R. Hudson, of Pershore. Mr. F. B. Dingle and Mr. Eustace Roberts have resigned, and Mr. John Randolph Anthony has been elected. The present number of associates or subscribers is eight, an increase of one on the number last year.

The Official Receiver and Equitable Mortgagees.—A member of the society having written to the society in connection with a matter which had passed through his hands, raised the following questions as to: (1) The propriety of the demand by an official receiver for a money payment for the benefit of a bankrupt's estate as a condition of the official receiver's concurrence on a sale by equitable mortgagees by deposit with the usual memorandum, where the sum realized on the sale was insufficient to satisfy the amount advanced, and (2) whether on such a sale the official receiver should not facilitate the realization of the mortgagees' security by allowing the mortgagees' solicitor to act for him in the matter instead of employing a separate solicitor, except in cases where the official receiver has reason for withdrawing his confidence from such solicitor. The committee communicated with the

official receiver thereon, and also with the Law Society. The secretary of the latter wrote in reply, stating that, after carefully considering the circumstances, the council of the Law Society were unable to concur in the view that there was anything unreasonable in the request made by the official receiver that his solicitor's costs should be paid. The point raised in the second question was not dealt with in Mr. Williamson's reply, and the committee are still awaiting the opinion of the council thereon.

Mortgagee's Solicitor's Costs.—A question having been raised by two members of the society as to the proper practice to be followed on a sale of real estate by a mortgagor in reference to the inclusion of the mortgagee's solicitor's name in the advertisement for sale, his attendance at the sale and his power to charge for such attendance and for attendances in connection with inquiries received in consequence of the advertisement, under the rules passed on the 17th of January, 1855, and affirmed on the 25th of January, 1888, the society, after communication with the Law Society and various provincial societies, passed a resolution rescinding such rules.

Land Transfer.—A Royal Commission has been appointed to consider and report on the working of the Land Transfer Act, and on the question as to whether any amendments are desirable. Your committee were asked to communicate with the building and land societies, local banks, and large landed proprietors, with a view to resolutions being passed or letters obtained protesting against any extensions of the system of registration. Your committee communicated with the Worcester Chamber of Commerce and the building society in reference thereto. The chamber did not see their way to pass a resolution owing to the limited experience of members of the working of the Act, but stated that if the provisions of the Act were extended to Worcester the difficulty of proving the majority of titles would be enormous, especially having regard to the almost infinite sub-division of formerly large holdings into building plots, and to the fact that the old deeds relating to most of such land would be almost inaccessible. The building society also deprecated any extension of the system to Worcester on the ground that it would discourage the citizen classes from purchasing a house for occupation, and that in small purchases (of from £150 to £300) the registration would be a hindrance to business and would cause uneasiness through the deeds not being handed over immediately upon payment of the purchase money. The society, at a special general meeting called to consider the question, passed a resolution to the effect that very great delay, difficulty, and expense are incurred in registering a good title, and that the society was of opinion that the extension of the Land Transfer Act to the City of Worcester and to the county where there were so many properties of small value, would prove an unduly onerous burden to the owners of property. Later communications were received asking whether an alternative scheme of compulsory registration would be approved of, and your committee passed a resolution to the effect that in view of the fact that no scheme alternative to that of land registration had as yet received in its favour any consensus of opinion of members of the Law Society, or even been adequately discussed, it was inexpedient to propound any such scheme before the commission. Members of the Law Society are requested to communicate to the Council particulars of any experience they have had of the working of the present system which induces them to support the objections to it.

County Court Reform and Procedure.—The following questions were submitted by Sir J. G. Barnes's committee (the committee appointed to consider the relations subsisting between the High Court and the county court) to the committee of this society. They were as follows: (1) Does your society consider it desirable that the county courts should became constituent branches or parts of the High Court? (2) What are the principal alterations which your society would recommend in order to carry out any change suggested in the first answer and consequential thereon? (3) Has your society any suggestions to make, either with regard to the High Court or the county courts, which would assist the committee in reporting upon the matter referred to them? (4) Are there any improvements in the working of the present system of the county courts which your society desires to suggest? Your committee considered these questions and passed certain resolutions thereon, of which the following are an epitome: *As to Question I.*—Yes. *As to Questions II. and III.*—I. (1) That the interests of existing registrars should be adequately safeguarded. (2) That as far as possible all existing ancient local courts should be abolished. (3) That the High Court and the county court should be amalgamated, the distinction between the two classes of judges and officers to be one of area of jurisdiction only, that of the judges and officers who would correspond to the present judges and officers of the county court being confined to prescribed areas, and that of the superior judges and officers remaining as at present. (4) That registrars should cease to practise, and (5) That the smaller courts should be grouped so as to make work as nearly as possible equal in every area. II. That the jurisdiction of the local courts should be the same (except as to area) as the present county courts, the jurisdiction of the registrars being enlarged. III. That the jurisdiction of the local courts in administration proceedings, in equity actions, and in actions for foreclosure and sale, should be extended to £1,000, this limit referring only to the property in dispute and not to the whole estate. IV. That personal service in all cases, whilst desirable, is impracticable, and that attached to the summons should be a form of admission. V. That the offices of high bailiff and registrar should not be held by one person. VI. That in local court areas service should be effected by bailiff or by plaintiff, his employee, or solicitor. VII. That local court judges should sit as at present, but not less often than once in two months. VIII. That the plaintiff, where successful, should be paid for loss of time. IX. That a solicitor entering an action should be at liberty to instruct another solicitor to appear in actions under £10. X. That the venue should remain as at present. *As to Question IV.*—I. That where there is no admission by defendant the procedure under order 14 should apply in local courts where default summons is now issued. II. That judgment summonses should be dealt with by registrars under the Debtors Act, and that powers should be extended by allowing registrars to commit without proof of means where a moral delinquency, &c., in obtaining credit is proved. III. (*a*) That local judges should exchange duties; (*b*) that the number of judges should not be reduced. *Generally.*—I. That procedure should be simplified. II. That the execution of a deed of assignment shortly before judgment is obtained against a defendant should dispense with proof of means on the hearing of a judgment summons on the judgment. III. That hire purchase agreements should be registered in the district of the local court in which the hirer lives.

Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall, on Thursday, the 4th inst., Mr. Pretor W. Chandler in the chair. The other directors present were Mr. S. J. Daw (treasurer), Mr. R. H. Peacock, Mr. T. H. Gardiner, Mr. R. J. Pead, Mr. J. E. W. Rider, Mr. Mark Waters, Mr. W. M. Woodhouse, and the secretary, Mr. E. E. Barron. A sum of £70 was voted in relief of the widows and daughters of deceased London solicitors. A new member was elected, and other general business was transacted.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society, Chancery-lane, on the 10th inst., Mr. Walter Dowson in the chair, the other directors present being Messrs. W. C. Blandy (Reading), C. Goddard, Samuel Harris (Leicester), C. G. May, W. A. Sharpe, R. S. Taylor, and J. T. Scott (secretary). A sum of £861 was distributed in grants of relief, eleven new members were elected, and other general business was transacted.

Law Students' Journal.

Law Students' Societies.

BIRMINGHAM LAW STUDENTS' SOCIETY.—February 2.—Mr. J. B. Marshall, barrister, in the chair.—A joint debate with the Manchester Law Students' Society took place. The subject for discussion was: "Decentralisation of Government is Undesirable." The case was opened in the affirmative by Mr. J. C. Cobbett (Manchester), who was supported by Messrs. H. Birkett Barker (Birmingham), J. Guest (Manchester), and H. V. Argyle (Birmingham); the negative was opened by Mr. George A. Baker (Birmingham), supported by Messrs. C. H. Spafford (Manchester), G. H. Wilcox (Birmingham), and T. O. Smith (Manchester). Mr. T. R. Owens (Birmingham) also spoke in support of the negative. After the openers had replied, the vote resulted in favour of the affirmative by a majority of two votes. A hearty vote of thanks to the chairman concluded the proceedings.

February 9.—Mr. P. E. Sandlands, barrister, in the chair. The "Law Notes" moot for January (No. 4) viz.: "By his will A gives the residue of his personal estate (amounting to £10,000) to trustees in trust to purchase land and hold it on certain trusts for B and C as tenants in common. B dies before A. A's next of kin at his death is D. Soon after A's death, D also dies intestate. The trustees subsequently lay out £5,000 in the purchase of land and hold it for C, and they hand over the other £5,000 to D's administrator. Should D's administrator treat the money as realty or as personalty?" was debated. Mr. H. V. Argyle opened in the affirmative (or realty) case, and was supported by Messrs. T. R. Owens, C. H. Morgan, and G. A. Baker. The negative (or personalty) case was opened by Mr. H. E. Swallow, and Messrs. B. G. Talbot, H. D. Price, and H. Birkett Barker supported him. After the leaders had replied, the chairman summed up, and on the question being put to the meeting, its decision was given in favour of the affirmative (or realty) by a majority of one. A vote of thanks to the chairman concluded the proceedings.

LAW STUDENTS' DEBATING SOCIETY.—February 9.—Chairman, Mr. H. T. Thomson.—The subject for debate was: "That the case of *Pigott v. Middlesex County Council* (1909, 1 Ch. 134) was wrongly decided." Mr. J. E. C. Adams opened in the affirmative, Mr. W. M. Pleadwell seconded in the affirmative; Mr. G. C. Blagden opened in the negative, Mr. G. E. Shrimpton seconded in the negative. The following members continued the debate: Messrs. Harnett, Cornock, and Burgis. The motion was lost by seven votes.

Obituary.

Mr. J. Eastham.

Mr. John Eastham, Town Clerk of Clitheroe, died last week, at the age of eighty-three years. He came to Clitheroe in 1843, and was articled to the late Mr. Robert Trappes, who was then town clerk, and was admitted in 1852, and shortly afterwards entered into partnership with Mr. Trappes, and was subsequently joined in the business by his

son Mr. Thomas Eastham; the style of the firm being J. & T. Eastham. Mr. Eastham was appointed town clerk in 1862, and continued to discharge the duties of that office until his death. He rendered great service to the town in the passing of Acts relative to the waterworks and Clitheroe Corporation, and in 1907 he was presented with the freedom of the borough. His other public offices were numerous. He was clerk and treasurer to the Clitheroe Union, clerk to the Bowland Rural District Council, clerk to the Clitheroe Rural District Council, clerk to the borough justices, registrar of the Clitheroe County Court, and clerk to the Commissioners of Taxes. He was also at one time solicitor to the Padiham Local Board and the Accrington Gas and Waterworks Co. In 1868 he became principal registration agent for the Liberal party in North-east Lancashire, and was election agent for Lord Hartington at three contested elections. He had an important private practice, including the solicitorship and agency to the Fort estates. At the age of eighty-three years he was still, after over half a century of practice, vigorous and active in the discharge of his duties. It is recorded of him that he had been present at no fewer than sixty-four elections of mayors of Clitheroe.

Mr J. A. D. Shipley.

Mr. Joseph Aynsley Davidson Shipley, solicitor, of the firm of Hoyle, Shipley, & Hoyle, of Newcastle-on-Tyne, died last week, at the age of eighty-seven years. He was articled to the late Mr. John Theodore Hoyle, of Newcastle, and, on being admitted as a solicitor in 1862, was taken into partnership by Mr. Hoyle. Mr. Shipley had a very large practice as a conveyancer, was several times under-sheriff of Newcastle, and was on one occasion under-sheriff of the county of Northumberland. Of his reported large estate, and benefactions to Newcastle, we speak elsewhere.

Legal News.

Appointment.

Mr. EUSTACE WILSON, solicitor, has been appointed Town Clerk of East Ham, in succession to his late father.

General.

Mr. Justice Neville was absent from the Law Courts last week for several days, owing to the sudden illness in Egypt of Lady Neville.

Sir J. Bamford Slack, solicitor, who had been staying at Sidmouth moved to his London residence on Monday. He died on Thursday night.

Mr. J. A. D. Shipley, solicitor, of the firm of Hoyle, Shipley, & Hoyle, Newcastle, who died on Thursday in last week, and who, says the *Times*, began life as an office boy in the firm in which he became a partner, has left an estate estimated at nearly £200,000, and has bequeathed his collection of pictures to the committee of an art gallery in Newcastle, if at the time of his death or within three years afterwards there should be a gallery free to the public of sufficient extent to accommodate them; but the existing corporation gallery is not to be regarded as an art gallery within the trust, on the ground, amongst others, that the site is too small. If there should be an art gallery capable of being extended so as to hold all his pictures, he directs his trustees to raise £30,000 towards the enlargement. Failing such provision in Newcastle, the pictures are to go to Gateshead on like conditions, and failing this they are to be offered successively to the National Gallery, the Tate Galleries, the National Portrait Gallery, and the Kensington Museum. After providing for certain legacies to private individuals and making provisions as to the payment of death duties, Mr. Shipley leaves the whole of the residue, which is roughly estimated to be somewhere about £100,000, for division amongst various local charities.

At the Lincoln Assizes, on the 3rd inst., says the *Times*, Mr. Justice Darling said that he wished to call attention to a matter that had been brought to his notice. By an Act of Parliament passed in August last, known as the Costs in Criminal Cases Act, it was enacted that "the council of every county and of every county borough shall cause their treasurer, or some other person on his behalf, to attend at every court of assize or quarter sessions at which any indictable offence in respect of which an order can be made under this Act on the treasurer is to be tried for the purpose of paying any orders so made, and to remain in attendance for that purpose during the sitting of the court, or until such hour as the court shall direct (sub-section 3 of section 4). The officials of two such districts, Boston and Kesteven, in that county, had not attended the court at all that day, and had caused considerable inconvenience by their absence. The Act had been passed long enough ago to give ample opportunity to the persons affected by it of making themselves acquainted with its provisions. The Act was passed to prevent their absence at assizes and quarter sessions, and the officials or some representative must come. One official might act for several districts, as the Act provided expressly that "the "treasurer . . . or some other person on his behalf" shall attend."

According to the *Central Law Journal*, a judge remarked to a prisoner: "We are now going to read you a list of your former convictions." Prisoner: "In that case, perhaps your lordship will allow me to sit down."

Mr. Justice Bigham, speaking at the annual dinner of the Liverpool Philomathic Society on Saturday, said that "since he had been at the bar prisoners had become the pets of the public. He remembered the day when prisoners were not allowed to give evidence in the witness-box; some cursed spite gave them the privilege; God help them, for a more dreadful pitfall had never been laid for a guilty wretch. They had now the right to be defended by counsel in certain circumstances, but it was not every prisoner who desired to be defended. His experience was that the best-defended prisoner was he who was not defended at all. When a man was not defended the judge on the bench became his counsel and defended him, and, if possible, got him off. Another advantage which prisoners were supposed to have obtained in recent times was that they could appeal. They always did, but he often wondered whether the Court of Criminal Appeal was the great blessing that it was thought to be. Then not the least of the changes that had taken place affected women. Since his day women had ceased to be what they were, shadows of their husbands, and they had become personalities, people who could not be ignored, who could bring actions, who could defend actions, who could even become bankrupts. They had become so different from what they were that he was beginning to doubt whether he knew women at all, and if he did not know women, what on earth was he to do sitting in the Divorce Court?"

Speaking at Liverpool to the students connected with the Liverpool Board of Legal Studies, Sir Gorell Barnes, according to the *Times*, referring to the laws of divorce, said that they would probably be brought still more before the public. To his mind there was almost as bad a state of things existing now as formerly existed in regard to there being one law for the rich and one law for the poor. Persons who had means could come up to London and try their cases there; but he was satisfied that there was a very large proportion of people in England who could not do that, and a remedy had to be provided by which the law should be capable of being brought to them, as it was to those with more means. Of course, it was a very big subject; but one thing should be the guiding principle of the administration of justice, and it was that the same opportunity should be given to those who were poor as to those who were better off. He was not at liberty to say much about it, because he was considering the question. It might mean the creation of local tribunals to deal with these matters. There was one question which the Lord Chief Justice touched on a short time ago. It was whether the reports of cases of the kind should be published. Indeed, many of them thought it was a very burning question with regard to the one court which existed, and if these tribunals should be established all over the country, it would become a much more burning question. It was one which he did not care to express a definite opinion upon, but he was quite satisfied that it would require very great consideration as to whether the publication of details of an offensive and indelicate character, which were not good reading for the public, should be permitted all over the country by every paper, large or small. The advantages which some people thought were got from publicity would never equal the effect produced by that sort of liberty. These were matters very difficult to consider, and one did not like to say anything very definite about them in an address of this kind; but he felt sure that they were pretty nearly ripe for discussion. On the same subject, the Lord Chief Justice, speaking at the dinner of the Sphinx Club, of London, said there were certain matters which might very properly be described as some of the evils of publicity. He considered, for instance, that the publicity given to proceedings in the Divorce Court was a public evil. He might tell them that those who were interested in the administration of justice and in the maintenance of a high standard of moral character in the nation were seriously considering whether the time had not come when they ought to stop the publication of proceedings in the Divorce Court.

While it would be difficult to say with any degree of certainty how many American and continental firms have already acquired sites for the erection of their works in England, under the new Patent Act which came into force last summer, there is no doubt that the distinction of being the first to start working belongs to the Sanatogen Co., the proprietors of the tonic food. Hitherto manufactured in Hanover, the works have now been duplicated in Cornwall. From the neighbouring farmers enormous quantities of milk are taken daily to be converted into Sanatogen, and the factory has already given employment to a number of men in the district.

The Property Mart.

Forthcoming Auction Sales.

Feb. 17.—Messrs. S. WALKER & SON, at the Mart, at 2: Freehold and Leasehold Block of Buildings (see advertisement, back page, Jan. 30).

Feb. 17.—Messrs. FURBER, at the Mart, at 2: Freehold Building Land (see advertisement, back page, this week).

Feb. 18.—Messrs. ABBOTSOMBIE & EDMUNDS, at the Mart, at 2: Leasehold Houses and Residence (see advertisement, back page, this week).

Feb. 18.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: Absolute Reversions, Reversion, Policies of Assurance, and Shares (see advertisements, back page, this week).

March 1.—Messrs. WEATHERALL & GREEN, at the Mart, at 2: Two Hotels (see advertisement, back page, this week).

March 17.—Messrs. TROLLOPE, at the Mart: Mansion; and to Let by Auction St George's Hall (see advertisement, back page, Jan. 23).

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday ...Feb. 15	Mr Beal	Mr Borrer	Mr Goldschmidt	Mr Leach
Tuesday 16	Greswell	Beal	Synge	Borrer
Wednesday 17	Goldschmidt	Greswell	Church	Beal
Thursday 18	Synge	Goldschmidt	Theed	Greswell
Friday 19	Church	Synge	Bloxam	Goldschmidt
Saturday 20	Theed	Church	Farmer	Synge

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday ...Feb. 15	Mr Theed	Mr Greswell	Mr Church	Mr Farmer
Tuesday 16	Bloxam	Goldschmidt	Theed	Leach
Wednesday 17	Farmer	Synge	Bloxam	Borrer
Thursday 18	Leach	Church	Farmer	Beal
Friday 19	Borrer	Theed	Leach	Greswell
Saturday 20	Beal	Bloxam	Borrer	Goldschmidt

Winding-up Notices.

London Gazette.—FRIDAY, Feb. 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ACCUMULATOR AND MOTOR CONSTRUCTION CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 30, to send their names and addresses, and the particulars of their debts or claims, to Jesse Smith, 79, Queen st, Cheapside, liquidator

DISCOUNT PARET & Co, LIMITED—Petn for winding up, presented Feb 1, directed to be heard Feb 16. Bruce & Co, Basinghall st, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 15

ELVET COLLIERY Co, LIMITED—Creditors are required, on or before Feb 19, to send their names and addresses, and the particulars of their debts or claims, to Wm. B. Peat, Royal Exchange, Middlesbrough, liquidator

GWALIA CAVE Co (RHOSGOCH), LIMITED—Creditors are required, on or before Feb 20, to send their names and addresses, with particulars of their debts and claims, to John Henry Jones, 107, High st, Bangor, liquidator

H. KOLLE & SON, LIMITED—Creditors are required, on or before March 13, to send their names and addresses, and the particulars of their debts or claims, to Charles John Lockhart Radd. Hollams & Co, Mincing la, solors to the liquidator

HASTINGS AND GENERAL PUBLISHERS, LIMITED—Creditors are required, on or before Feb 27, to send in their names and addresses, and the particulars of their debts or claims, to Stephen Barnstead, 11, Wellington sq, Hastings, liquidator

HIKUTAIA GOLD SYNDICATE, LIMITED—Creditors are required, on or before March 20, to send their names and addresses, and the particulars of their debts or claims, to Vere Herbert Smith, 2, Laurence Pountney hill. Smith & Co, solors for the liquidator

IMPERIAL DRY MILK Co, LIMITED—Petn for winding up, presented Jan 30, directed to be heard Feb 16. McKenna & Co, 21/4, Basinghall st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 15

JOSEPH WOOD'S ROPE WORKS, LIMITED—Petn for winding up, presented Feb 1, directed to be heard Feb 16. Hollams & Co, Mincing la, solors for petner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 15

LILLIE & JENKINS, LIMITED—Creditors who have not proved their claims are required to do so forthwith. Arthur C. Bourner, Bush-lane House, Cannon st, liquidator

LONDON AND PROVINCIAL ESTATES, LIMITED—Petn for winding up, presented Jan 30, directed to be heard at the Court House, Garratt la, Wandsworth, on Feb 26, at 10.30. Buckingsale & Co, Coithall av, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 25

NORTHERN SOAP-MAKERS' TRADE-MARK PROTECTION ASSOCIATION, LIMITED—Creditors are required, on or before March 5, to send their names and addresses, and the particulars of their debts or claims, to Henry Roberts, Bank Quay Soap Works, Warrington. Roberts, Warrington, solor for the liquidator

ROSDEVELNI ESTATE Co, LIMITED—Creditors are required, on or before March 20, to send their names and addresses, and the particulars of their debts or claims, to Thomas McCall ken, liquidator

WALDORF PRODUCTIONS, LIMITED—Petn for winding up, presented Jan 28, directed to be heard Feb 16. Stanley & Co, Essex st, Strand, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 15

WEST BIRMINGHAM DRUG Co, LIMITED—Creditors are required to forward to J. Wood Massey, receiver and liquidator, 50, Cherry st, Birmingham, particulars of their claims

London Gazette.—TUESDAY, Feb. 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EGYPTIAN TRANSACTIONS, LIMITED—Creditors are required, on or before March 12, to send their names and addresses, and the particulars of their debts or claims, to James Sheard Thomson, Opera sq, Cairo, liquidator

KIRK'S DRUG STORES, LIMITED—Petn for winding up, presented Feb 5, directed to be heard at the Court House, Westgate rd, Newcastle on Tyne, on Feb 19. Lumb & Co, Grey st, Newcastle on Tyne, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 17

MAURICE'S PORCELAINE Co, LIMITED—Petn for winding up, presented Feb 1, directed to be heard Feb 16. Harris & Co, Finsbury sq, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 15

PORTSMOUTH GLADSTONE BUILDINGS Co, LIMITED—Creditors are required, on or before March 12, to send their names and addresses, and the particulars of their debts or claims, to Thomas Henry Field Leathorn, Victoria chambers, Gladstone bldgs, Portsmouth. Blake & Co, Portsmouth, solors for the liquidator

THOMAS R. MARTIN & Co, LIMITED—Petn for winding up, presented Feb 4, directed to be heard at the County Court, Newcastle upon Tyne, Feb 19, Baker & Co, Gresham st, solors for the petners, whose agents for service in Newcastle upon Tyne are Dix & Harle. Notice of appearing must reach Dix & Harle or Baker & Co not later than 6 o'clock in the afternoon of Feb 17

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 22.

TUXFORD, LUCY, Berlin rd, Catford Feb 24 Tuxford and Others v Woolfield and Mills, Swinfen Eady and Neville, JJ Taylor, Lincoln's inn fields

London Gazette.—TUESDAY, Jan. 26.

MARTIN, WILLIAM, Upper Parkstone, Dorset, Builder Feb 26 Wilts and Dorset Banking Co (Limited) v Champ and Appleby, Swinfen Eady and Neville, JJ Durant, Guildhall chmbrs Basinghall st

London Gazette.—FRIDAY, Jan. 29.

ARATHOON, CATCHICK WISE, Lathbroke grove, Notting Hill, Barrister at Law Feb 25 Dunderdale v Arathoon, Neville. J Wilson, Victoria st

SHUTTLEWORTH, JAMES, Boot st, Pitfield st, Hoxton, Coffee-house Keeper Feb 25 Lilley v Moore, Eve, J Moore, Hoxton

London Gazette.—TUESDAY, Feb 2.

RUSSELL, Countess MABEL EDITH Bray, Maidenhead March 6 Thomas v Russell, Parker, J Peckham, Lincoln's inn fields

SISSON, WILLIAM, Gt Salkeld, Cumberland, Farmer March 2 Sisson v Sisson, Swinfen Eady, J Arnison, Penrith

London Gazette.—FRIDAY, Feb. 5.

BROWN, JAMES, New Southgate, Barnet, Coal Merchant's Clerk March 10 Lougher and Others v Brown, Swinfen Eady, J Godwin, Wool Exchange, Coleman st

FRYER, JOHN HENRY, Vassall rd, Brixton, Artificial Limb Maker March 13 Fryer v Fryer and Stock, Judge in Chambers, Room No 639 Watts & Son, Gt Tower st

SOUTHAM, JOHN DOWNES, Shrewsbury, Salop, Wine Merchant March 6 Southam v Southam, Warrington, J Haicer, Serjeants' inn, Fleet st

London Gazette.—TUESDAY, Feb. 9.

DAWSON, THOMAS, Sutton, Surrey, Carpenter March 5 Holmes v Dawson, Judge in Chambers, Room No 257 Pettivar & Pearkes, College hill

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 29.

ALLINSON, MARK, Middleton in Teesdale, Cattle Dealer March 3 Watson & Co, Barnard Castle

ANDREWS, THORNTON, Swansea, Civil Engineer Feb 22 Hopgoods & Dowson, Spring gdns

BANNER, JOHN HARWOOD, Neston, Chester March 1 Evans & Co, Liverpool

BANNISTER, ALICE CATHARINE, Meynell cres, South Hackney March 10 Andrew & Co, Great James st, Bedford row

BEVAN, ANNIE, Wells, Somerset March 5 Stone & Co, Bath

BUKSH, RAHEEM, Plaistow, Essex, Doctor Feb 27 Carter, Cheapside

BUSSELL, AGNES JULIA, Newark upon Trent March 1 Hodgkinson & Beevor, Newark on Trent

CHAPPELL, NAOMI, Bradley gdns, West Ealing Feb 26 Burchell & Co, Victoria st

CLARK, EDWARD, Liverpool, Master Carter Feb 19 Lowndes & Co, Liverpool

CLEGG, ISAAC, Burnley Feb 25 Lawson, Burnley

DAUBENEY, ELIZABETH SOPHIA, Seend, Wilts Feb 27 Bradford & Co, Swindon

DEEKS, FREDERICK, Bradwell, Essex, Farmer March 8 Surridge, Coggeshall, Essex

EDWARD, JOHN THOMAS, Plumstead March 1 Thomas, Woolwich

FLOCKTON, MARY, Worksop, Notts March 6 Branson & Son, Sheffield

GARDNER, SARAH, Paddington Feb 27 Stewart, Cannon st

GAYLARD, JOHN SAMUEL, Plymouth, Fancy Goods Warehouseman Feb 13 Skardon & Phillips, Plymouth

GILL, ROSA MARY FRANCES, Summerhill, Harbledon, nr Canterbury March 8 Wightwick & Gardner, Folkestone

GLADISH, CHARLES, Worksop, Notts March 15 Mee & Co, Retford

GROSE, NICHOLAS MALE, Swansea, Pharmaceutical Chemist March 14 Strick & Co, Swansea

HAIGH, MARCUS HARTY ERNEST, Grainsby Hall, Lincs March 1 Grange & Wintringham, Great Grimsby

HARLAND, GEORGE, Fylingdales, Yorks, Joiner March 6 Buchannan & Sons, Whitby

HASSELL, WILLIAM ELLESMERE, Salop, Farmer March 1 Giles, Ellesmere

HILL, ELIZABETH HANNAH, Bradford March 1 Wright & Co, Shipley

HOAR, CHARLES, Petersfield, Hants, Saddler March 1 Shield & Mackarness, Petersfield

HORNBLOW, CATHERINE PENSHOUSE, Liverpool Feb 27 Read & Brown, Liverpool

HUSSEY-FREKE, AMBROSE DENIS, Hannington Hall, Wilts March 6 Downing & Co, Salisbury

JONES, CONSTANCE ETHELIND, Newport, Mon Feb 24 Morgan & Co, Newport, Mon

KERSHAW, HELENE, Buckhurst Park, Withyham, Sussex Feb 25 Upton & Co, Austin friars

LAMBART, GEORGE JAMES RICHARD, Ivor Heath, Bucks March 6 Parker & Co, St Michael's Rectory, Cornhill

LEWIS, MARY ANN, Tipton, Staffs March 10 Evans, Walsall

LONG, HENRY JAMES, Portsea, Portsmouth, Baker April 1 Blake & Co, Portsmouth

MACHAN, EDWARD GEORGE, Liverpool Feb 27 Bellringer & Co, Liverpool

MCLEAN, SAMUEL, Newcastle upon Tyne March 1 Ryott & Swan, Newcastle upon Tyne

MALCOLM, JANE, Holbeck, Leeds March 1 Bulmer & Co, Leeds

MILNE, HELEN MARY, Alnwick, Northumberland Feb 28 Middlemas, Alnwick

MILNES, THOMAS, Derby, Feb 28 Moody & Woolley, Derby

PARKES, HENRY, Halifax, Managing Clerk Feb 28 Land & Foster, Halifax

PEET, CATHARINE ELIZA, Liverpool Feb 27 W & E W Bullen, Liverpool

PEET, MARY, Liverpool Feb 27 W & E W Bullen, Liverpool

PIERSON, HENRY, Newport, Barnstaple Feb 26 Atkinson & Dresser, Finsbury sq

PINNINGTON, HENRY, Rhyl, Flint March 1 Jones, Rhyl

PINNINGTON, ELIZA, Rhyl, Flint March 1 Jones, Rhyl

REES, EMMA, East hill, Wandsworth March 15 Fraser & Son, Southampton st, Bloomsbury

SCARBOUGH, MATILDA FREDERICA, Drogheda, Louth, Ireland Feb 25 Upton & Co, Austin friars

SMITH, SAMUEL, Eversholt, Beds March 8 Smith, Woburn, Beds

SPERLING, REGINALD KENNARD, Battle, Sussex March 6 Parker & Co, St Michael's Rectory, Cornhill

STOTHERT, GEORGE KELSON, Clifton, Bristol, Civil Engineer March 1 Tyrwhitt & Marshall, Oxford

STEPHENSON, ELIZABETH, Barrow in Furness Feb 20 Hodgson, Barrow in Furness

STUDDY, HENRY CHARTERS, Dover March 15 Philbrick & Co, Basinghall st

TAYLOR, JOHN, Earls Colne, Essex, Surgeon March 8 Surridge, Coggeshall, Essex

THOMPSON, ROBERT FISHER, Kendal, Westmorland, Solicitor March 1 Hodgson, Barrow in Furness

TURNER, HARRY, Slough, Nurseryman Feb 27 Cridland & Nell, Bedford row

VAVASSEUR, JOSIAH, Thetford, Norfolk March 1 Harrison & Co, Bedford row

WARD, ELIZABETH, Mansfield, Notts March 1 Alcock, Mansfield

WHEELWRIGHT, JOHN, Leicester Feb 26 Stevenson & Son, Leicester

WHITEHEAD, JOHN WILLIAM, Blackpool March 8 Ashcroft, Blackpool

London Gazette.—TUESDAY, Feb. 2.

ADAMS, GEORGE, Fareham, Hants, Farmer Feb 23 Whitlock, Fareham, Hants
AGATE, WILLIAM HENRY, Worcester Feb 24 Langham & Co, Hastings
ALLDRICKS, SAMUEL THOMAS, Southsea, Hants March 1 Bramsdon & Childs, Portsmouth
ANDERSON, EDITH FANNY, Petersfield March 2 Stephenson & Co, Lombard st
BARTHOLOMEW, ALFRED JAMES, Peckham, Artist March 5 James & James, Ely pl, Holborn
BARTON, HARRY, Goudhurst, Kent, Farmer March 1 Hinds & Son, Goudhurst, Kent
BEDFORD, GEORGE HENRY, Cardiff, Merchant March 9 Stephens & Co, Cardiff
BEECH, SARAH ELIZABETH, Melksham, Wilts March 1 Keary & Co, Chippenham
BURDON, MARY ANN, Dulwich March 1 Armstrong, Forest Hill
CARR, FREDERICK RALPH, Lympston, Devon March 1 James & Snow, Exeter
CHILDS, CLARA MARIA CHEVERY, Clewer, Berks March 1 Hewlett & Co, Raymond bldgs, Gray's inn
COOPER, HELEN JOHNSTON, St Leonards on Sea, Sussex March 1 Armstrong, Dartmouth rd, Forest Hill
CRAVEN, JAMES, Blackburn March 8 Yates & Son, Blackburn
CROOKS, FREDERICK HENRY, Painswick, Glos March 2 Ball & Co, Stroud, Glos
CUTLER, THOMAS, Heath, Derby March 1 Davies & Co, Chesterfield
DOUTHWAITE, JOHN, Balham March 2 Biddle & Co, Aldermanbury
DYBALL, ROBERT WALKER, Chesterton, Cambridge Feb 28 Symonds, Cambridge
EVANS, ESTHER, Sheffield, Grocer March 20 Bennett, Sheffield
EDMUNDS, DANIEL, Rumney, Mon Feb 27 Williams & Pritchard, Cardiff
FIDDES, WALTER, Clifton, Bristol, Civil Engineer March 1 Bolton & Davidson, Bristol
FLANAGAN, ROSA, Hendon ln, Finchley March 8 Ellis & Co, Old Jewry
FOX, WILLIAM HENRY, Sowerby Bridge, Yorks March 8 Longbottom & Sons, Halifax
GARDNER, MARIA, Daventry March 8 W F & W Willoughby, Daventry
GOLDSMID, LOUISA SOPHIA, Portman sq March 25 Waterhouse & Co, New ct, Lincoln's inn
GORE, GEORGE, Birmingham March 27 Musgrove & Co, Birmingham
GREENWOOD GEORGE TAYLOR, Edgerton, Huddersfield, Decorators' Merchant March 13 Ramsden & Co, Huddersfield
HELMSLEY, JOHN EDWARD, Pudsey, Yorks March 11 Banks & Co, Bradford
KNOWLES, MARIA LOUISA THERESA, St Stephen's green, Hampstead March 1 Arnould & Son, New ct, Lincoln's inn
LEES, ANDREW, Tottenham Court rd March 13 Baileys & Co, Berners st
LOWE, JOHN, John st, Berkeley sq March 1 Cooper & Bake, Portman st, Portman sq
LOYD, LEWIS VIVIAN, Onslow gdns March 15 Cran, King's Bench walk, Temple
MARTIN, ELLEN, Cardiff March 9 Stephens & Co, Cardiff
MEAD, WILLIAM, Great Brickhill, Bucks, Farmer March 1 Willis, Leighton Bussard
MILLS, HANNAH, Oldham March 1 Taylor, Oldham
MITCHELL, WILLIAM, Jermyn st March 15 Young & Co, Essex st, Strand
MOORE, HANNAH MARIA, Douglas, Isle of Man March 5 Harrison & Powell, Raymond bldgs, Gray's inn
MORANT, CHRISTIAN, Leytonstone, Essex March 10 Garrett, Gt James st, Bedford row
MOSCHIALLI, MARCELLO, Pentonville rd, King's Cross, Looking Glass Manufacturer March 18 Mott & Son, Bedford row
PHILLIPS, THOMAS, Amroth, Pembroke Feb 15 Lewis, Narberth
PYATT, MARY ANNE, Wilford, Notts March 10 Parr & Butlin, Nottingham
RICHARDSON, MURRAY SPENCER, Bickley, Kent March 6 Whatley & Son, Lincoln's inn fields
SHAW, HELEN, Tunbridge Wells March 16 Quiggin & Son, Liverpool
STILWELL, JAMES JOHN RUSSELL, Killinghurst, Chiddingfold, Surrey March 6 Pitfield, Petworth, Sussex
TAYLOR, CHARLES WILLIAM, Bristol March 20 Broad & Lewis, Bristol
TINSLEY, CHARLES, Stokesley, Yorks Feb 24 Watson, Middlesbrough
TOWNSHEND, Lieut-Col GERARD PAUL, Kintbury, Berks March 1 Dawson & Co, New sq, Lincoln's inn
TOWNSEND, TOM, Chippenham, Wilts March 1 Keary & Co, Chippenham
WALKER, ISABELLA, Walkeringham, Lincs Feb 25 Nowell & Son, Barton on Humber
WARD, THOMAS, Markham Clinton, Notts March 22 Mee & Co, Retford
WHITEHOUSE, JOSEPH, Smethwick, Staffs, Coal Merchant Feb 20 Shakespeare & Co, Oldbury, nr Birmingham
WILLIAMS, ALFRED, Worsley rd, Hampstead March 20 Gush & Co, Finsbury circus
WILSON, WILLIAM HENRY, Birkdale, Lancs, Solicitor March 20 Smith, Southport

London Gazette.—FRIDAY, Feb. 5.

ANDERSON, MARY, Wilmslow, Chester March 25 Ogden & Co, Manchester
ASHLEY, EDWARD FRANCIS, Mortimer West, Hants March 15 Brain & Brain, Reading
ASHBOURNE, JOHN WILLIAM, Bournemouth March 8 Latham & Co, Melton Mowbray
ASPINALL, SIMEON, Rastrick, Yorks, Stone Dresser March 5 Barber & Jessop, Brighouse
BALLORD, LORINDA PHILLIS LUCRETIA, Norwich March 10 Hatch, Norwich
BECKINGHAM, MARY ANNE, Broadstairs March 5 Field & Co, Lincoln's inn fields
BOLTON, DAN, Golcar, nr Huddersfield March 13 Ramsden & Co, Huddersfield
BOURNE, CHARLES WILLIAM, Kenilworth March 13 J H & K R Cobb, Lincoln's inn fields
BOWDEN, GEORGE EDWARD, Bridlington, Somerset March 4 Meade-King & Sons, Bristol
BRAND, HARRY TRUMAN, Margate March 13 Claremont & Haynes, Bloomsbury sq
BREARLEY, GEORGE, Ancoats, Manchester March 8 Pickles, Halifax
BRIGG, WILLIAM, Teddington March 17 Barton, Lombard st
BRYANT, MATILDA, Acton Green March 22 Davidson, Bank bldgs, Acton
BUSH, HENRY EDWARD, Blackheath March 20 Stephenson & Co, Lombard st
CAMERON, Sir EWEN, KCMG, Hampstead March 12 Stephenson & Co, Lombard st
COHEN, EDWARD JOSEPH, Chiswick March 20 Emanuel & Simmonds, Finsbury circus
COLE, FREDERICK JAMES, sen, Cold Norton, Essex March 30 Crick & Freeman, Maldon
COLLINS Sir ROBERT HAWTHORN, KCB, KCVO, Esher, Surrey April 1 H & C Collins, Reading
COLLINSPLATT, HAWTREY, Brixton House, nr Plymouth March 31 Stephenson & Co, Lombard st
CONAWAY, WILLIAM, Hensingham, Cumberland Feb 17 Todd, Whitehaven
COO, Capt CHARLES SOWERBY, Chiswick March 6 Finnis & Cressher, Chiswick
CUFF, ERNEST SYMES, Horsham, Tobacconist Feb 20 Rawlison & Butler, Horsham
DAWES, JOSEPH, sen. Acocks Green, Worcester March 6 Pritchard, Birmingham
DRESSER, HERBERT BARBER, Ardwick March 6 Spencer, Manchester
GIBBONS, EDWIN, Reading March 19 Brain & Brain, Reading
GLAISTER, THOMAS, Birkenhead Feb 28 Moore & Son, Birkenhead
GREENFIELD, WILLIAM BUNCE, Gloucester sq, Hyde Park March 31 Greenfield & Cracknall, Lancaster pl, Strand
GUNN, ELIZABETH ANN, Nottingham, Lace Manufacturer March 12 Goodall & Son, Nottingham
HILL, JOSEPH, Leigh, Lancs March 5 Dootson, Leigh
HINDLE, JAMES, St Annes on the Sea, Lancs March 1 Callis, Blackpool
HODGSON, SARAH ANN, Northampton March 12 J H & K R Cobb, Lincoln's inn fields
HUGHES, WALTER WILLIAM, Clifton, Bristol, House Agent March 1 Danger & Cartwright, Bristol
ISAACS, MARIA, South Hampstead March 12 Harris, Leadenhall st
JONES-PARRY, HARRIET GEORGINA, Upper Norwood March 30 Lewis, Chancery ln
KATT, CATHERINE BALL, Bradford March 1 Trewavas, Bradford
KING, ELLEN ELIZABETH, Maidenhead March 1 Howard, Maidenhead
MARSLAND, ANNIE, Chelston, Torquay March 15 Ferns & Co, Stockport
MURTON, DAVID, Westerham Hill, Kent March 15 Lamb & Co, Ironmonger ln, Cheapside
NAYLOR, JOHN, Sheffield March 31 H & A Maxfield, Sheffield
NICHOLSON, ALFRED JAMES, Wokingham, Berks March 8 Potter & Co, Queen Victoria st
O'CONNOR, FREDERIC, Chatteris, Isle of Ely March 6 Ollard & Son, Wisbech
PAGE, SARAH ANN, Banbury, Oxford March 4 Stockton & Sons, Banbury
PEARSE, ANNE IRENE, Tavistock, Devon Feb 25 Burd & Co, Okehampton
PEARSE, MARIAN WALL, Tavistock, Devon Feb 25 Burd & Co, Okehampton
PEDLEY, SARAH ANN, Nantwich, Chester Feb 27 Henaley & Co, Nantwich
REDMAN, FREDERICK, Melksham, Wilts March 25 Wansbrough & Co, Bristol
RICHARDS, JOHN, Rugby March 8 Wratislaw & Thompson, Rugby
ROBINSON, HANNAH ALICE, Birkdale, Lancs March 10 Mawdsley & Hadfield, Southport
SAUNDERS, Lady CHRISTINE SOPHIA, Hove, Sussex March 6 Trower & Co, New sq, Lincoln's inn
SCRIVEN, ELLEN, Paddington Feb 25 Brekingsale & Co, Cophall av
TANNER, CHARLES ALBERT, Didmarton, Glos March 1 Bevir, Wootton Bassett, Wilts
THARP, JANE, Cannon st March 16 Hime, Liverpool
WENN, ANN, Penrith March 6 Arnison & Co, Penrith, Cumberland
WILKINSON, Lt.-Gen. Sir HENRY CLEMENT, KCB, Pall Mall March 19 Sladen & Wing, Delahay st
WILLCOCKS, ISAAC, MRCS, Reading March 19 Brain & Brain, Reading
WINWOOD, FREDERICK, Worcester, Furniture Remover March 9 Beauchamp & Gallaher, Worcester
WRIGHT, THOMAS, Coventry, Builder March 6 Orton, Coventry

London Gazette.—TUESDAY, Feb 9.

ABRAM, WILLIAM, High Wycombe March 12 Wood, High Wycombe
ANDREWS, AMELIE, Swansea March 5 Hopgoods & Dowson, Spring gdns
AUSTIN, JOSEPH, Bath March 23 Little & Lyle, Bath
BERGNA, DAVID, Newcastle upon Tyne March 20 Stobo & Livingston, Newcastle upon Tyne
CHEYNE, JAMES JOHN, Wimbledon, Confectioner March 8 Rogers, Chancery ln
CLAPHAM, CHARLES JAMES, Folkestone March 11 Pettiver & Pearkes, College hill
COLE, ELIZABETH MARIANNE, Ryde, I of W Feb 27 Vincent, Ryde
COOPER, ANNE, Macclesfield, Chester March 6 Hand, Macclesfield
COX, SARAH, St Ervans rd, Westbourne Park March 5 Parker, Thame, Oxon
CROCKER, WILLIAM EASTCOTT, Wellington, Somerset March 9 Michell, Wellington
DOWNEY, WILLIAM EDWARD, Carlyle sq, Chelsea March 14 Robinson & Son, Lincoln's inn fields
EVANS, DAVID ROBERT, Willesden, Dentist March 5 Barfield & Child, Plowden bldgs, Temple
EVELEGH, MARY ELIZABETH WILLSON, Whetstone, Middlesex March 31 Janson & Co, College hill
FARMBROUGH, WILLIAM, North End rd, West Kensington, Licensed Victualler March 24 Hanson & Smith, Hammersmith rd
FYNES-CLINTON, MARY, Sandown, I of W April 2 Wood & Co, Great James st, Bedford row
GORRINGE, PENNINGTON, Westham, Sussex March 16 Hillman, Lewes
HINKS, ELLEN, Walsall March 12 Evans, Walsall
HOWARD, ELEANOR, Cheltenham March 23 Turner & Evans, Brook House, Walbrook
HOWE, GEORGE, Chiswick March 24 Hanson & Smith, Hammersmith rd
IRELAND, GEORGE WILLIAM ROSSITER, Sampford Peverell, Devon March 9 Michell, Wellington, Somerset
JONES, CARLTON, Kingston upon Hull Feb 27 Saxelbye, Hull
LABSON, HARRIETT, Headingley March 23 Johnson & Son, Liverpool
LAWSON, ANN, Newcastle upon Tyne March 8 Ward, Newcastle upon Tyne
MACKRELL, THOMAS, Sturminster Marshall, Dorset April 1 Warner & Kirby, Winchester
MCLEAN, THOMAS MILLER, Belsize park, & Hampstead March 20 Hedges & Son, Wallingford
MOORE, JANE, Alvaston, Derby March 9 Moody & Woolley, Derby
PACE, MARY ANN, Newcastle upon Tyne March 9 Ingledew & Fenwick, Newcastle upon Tyne
PEARSON, EDWARD, Gainsborough March 12 Ernest W Pearson, Boscombe
PERLE, DEBORAH, Durham March 9 Layne, Newcastle on Tyne
PERRY, Rev EDWARD MANN, Mevagissey, Cornwall March 2 Carlyon & Stephens, St Austell, Cornwall
PERRY, HENRIETTA MARY, Mevagissey, Cornwall March 3 Carlyon & Stephens, St Austell, Cornwall
PRESTON, EDEN, Shuttleworth, Ramsbottam, Lancaster Feb 22 Wild & Wild, Ramsbottom
PURVES, ALEXANDER, Newcastle on Tyne March 8 Ward, Newcastle on Tyne
RICHES, FRANCES REBECCA SUSANNAH JANE, Hillfield gdns, St James ln, Muswell hill March 16 Whittington & Co, Bishopsgate st Without
ROSS, MAGARET, Oakwood ct, Addison rd, Kensington March 23 Thompson & Debenhams, Claremont sq, Pentonville rd
RUSSELL CHARLOTTE SARAH, Reading March 12 Wood, High Wycombe
SHEIL, JAMES, King's Bench walk, Temple March 25 Godden & Co, Old Jewry
SMITH, ALBERT ARTHUR, Sheffield, Pork Butcher March 10 Smith & Co, Sheffield
SUBTEES, ELIZABETH, Ashover, Derby March 8 Ward, Newcastle upon Tyne
SUTHERLAND, BENJAMIN JOHN, Newcastle upon Tyne, Shipowner March 10 Hedley & Thompson, Sunderland
THATCHER, FRANK, King's rd, Uxbridge March 6 Gover & Co, Queen st, Cheapside
TWEDDELL, GEORGE, Newcastle upon Tyne March 8 Ward, Newcastle upon Tyne
VERO, WILLIAM, Blackpool March 14 Clarkson, Dewsbury
WALL, JOHN, Bath March 8 Walter Clissold and H Parker, 4, Wood st, Queen sq, Bath
WALL, MARY JANE, Bath March 8 Walter Clissold and H Parker, 4, Wood st, Queen st, Bath
WARMINGTON, Sir CORNELIUS MARSHALL, Bart, KC, Pembridge sq, Bayswater March 30 Stephenson & Co, Lombard st
WEIGHELL, CHARLES, Middlesbrough March 11 Outhwaithe, Middlesbrough
WISE, HANNAH, Newcastle upon Tyne March 8 Ward, Newcastle upon Tyne
ZEITZ, JOHN FREDERICK THEODORE, Mortimer st March 24 Greville-Smith, Clement's inn
ZEITZ, HELENA FRANCISKA, Mortimer st March 24 Greville-Smith, Clement's inn

Bankruptcy Notices.

London Gazette.—TUESDAY, Feb. 2.

ADJUDICATIONS.

BLAKE, HENRY JOHN TYACK, Harrogate, Private Tutor York Pet Jan 27 Ord Jan 27
BENNS, ARTHUR, Mettingham, Suffolk Great Yarmouth Pet Jan 29 Ord Jan 29
BIRKS, CHARLES HENRY, West Bromwich, Staffs, Builder West Bromwich Pet Jan 28 Ord Jan 28
BROWN, HAYDN, Caterham, Surrey, Physician Croydon Pet Dec 31 Ord Jan 30
BURKITT, RALPH, Drypool, Kingston upon Hull, Tailor Kingston upon Hull Pet Jan 28 Ord Jan 28
BURNETT, SYDNEY, Lockwood rd, Rotherhithe, Relieving Officer High Court Pet Jan 30 Ord Jan 30
CLOKE, THOMAS, St Leonards on Sea, Grocer Hastings Pet Jan 25 Ord Jan 28
COLLIER, JOHN, Church Gresley, Derby, Fishmonger Burton on Trent Pet Jan 28 Ord Jan 28
COOKLIN, ISAAC, Great Pearl st, Commercial st, Cabinet Maker High Court Pet Dec 28 Ord Jan 27
DAVIES, LLEWELYN, and HOWEL DAVIES, Wrexham, Builders Wrexham Pet Jan 28 Ord Jan 28
FENBY, JONATHAN, Scarborough, Lodging House Keeper Scarborough Pet Jan 28 Ord Jan 28
FISHER, HERBERT STANLEY, Pembywern rd, Earl's Court High Court Pet July 21 Ord Jan 28
FUTTER, ARTHUR BENJAMIN HANNAY, Great Yarmouth, Carter Great Yarmouth Pet Jan 29 Ord Jan 29
GANN, HUGH MORTIMER, West Mersea, Essex, Builder Colchester Pet Dec 5 Ord Jan 28
GILLINGHAM, HENRY, Swanage, Shoemaker Poole Pet Jan 28 Ord Jan 28
GREEN, WILLIAM MORTON, Upper Park st, Islington, Credit Draper High Court Pet Jan 2 Ord Jan 29
HADEN, KATHERINE KING, Knowle, Warwick, Ladies' Outfitter Birmingham Pet Jan 15 Ord Jan 30
HADEN, WALTER THOMAS, Knowle, Warwick, Provision Dealer Birmingham Pet Jan 15 Ord Jan 30

HALLOWS, BEATRICE BLANCHE LEE, Peckham Park rd, Actress High Court Pet Jan 19 Ord Jan 19

HEPTINSTALL, WILLIAM ROBERT, Maidenhead court, Aldersgate st, Leather Merchant High Court Pet Jan 29 Ord Jan 29

HUNT, THOMAS, Ensbury Park Estate, nr Wallisdown, Dorset, Cab Driver Poole Pet Jan 29 Ord Jan 29

JOHNSON, WALTER GEORGE, Moor Green, Cowes, I of W, Tailor Newport Pet Jan 28 Ord Jan 28

JOLLY, THOMAS, Ben Jonson rd, Stepney, Sack Manufacturer High Court Pet Dec 10 Ord Jan 29

LIPTROT, JOSEPH, Platt Bridge, nr Wigan, Colliery Dataller Wigan Pet Jan 29 Ord Jan 29

NELSON, JOHN, North Ormesby, nr Middlesbrough, Boiler Minder Middlesbrough Pet Jan 30 Ord Jan 30

NURSE, MARCUS GEORGE, Diss, Norfolk, Stonemason Ipswich Pet Jan 28 Ord Jan 28

OSBORNE, CHARLES, Hanham, nr Bristol Bristol Pet Jan 28 Ord Jan 28

PICKARD, HARRIET, Harrogate, Boarding House Proprietor York Pet Jan 5 Ord Jan 27

SCHWEITZER, HYMAN, Sheffield, Wallpaper Dealer Sheffield Pet Jan 29 Ord Jan 29

SNOOK, WILLIAM HENRY, Devizes, Market Gardener Bath Pet Jan 29 Ord Jan 29

SPENCER, STEWART, Clive Vale, Hastings, Upholsterer Hastings Pet Jan 8 Ord Jan 29

STIKSLEY, FREDERICK, Retford, Notts, Journalist Lincoln Pet Jan 28 Ord Jan 28

TAYLOR, HARRY VERNON, Bradford, Yarn Salesman Bradford Pet Jan 28 Ord Jan 28

THORNTON, SAMMY, Wibsey Bradford, Contractor Bradford Pet Jan 27 Ord Jan 28

TOSLAND, LUCY MARY, Upper Caterham, Surrey Croydon Pet Oct 27 Ord Jan 28

TRUSWELL, HENRY, Bromley, Draper Croydon Pet Jan 28 Ord Jan 28

TYLER, JOHN, Leicester, Painter Leicester Pet Jan 29 Ord Jan 29

WALTERS, HENRY, Park Farm, Poughill, Devon, Farmer Exeter Pet Jan 26 Ord Jan 29

WAY, HERBERT WILLIAM, Aberaman, Aberdare, Baker Aberdare Pet Jan 29 Ord Jan 29

London Gazette.—FRIDAY, Feb 5.

RECEIVING ORDERS.

ALLEN, ROBERT, Macallan, Llangynwyd, Glam Cardiff Pet Feb 1 Ord Feb 1

AMBLER, JONAS, Nelson, Lancs, Furniture Dealer Burnley Pet Feb 2 Ord Feb 2

BARNES & Co, Old Kent rd, Camberwell, Lead Glaziers High Court Pet Dec 31 Ord Feb 2

BIRD, THOMAS, Cardiff, Yeast Merchant Cardiff Pet Jan 29 Ord Jan 29

BOVET, CHARLES LOUIS, Tanza rd, Hampstead High Court Pet Jan 4 Ord Feb 2

BROWN, WILLIAM, Newcastle on Tyne, Property Owner Newcastle on Tyne Pet Feb 2 Ord Feb 2

BUCKLER, GEORGE THOMAS, Little Silver, Cadeleigh, Devon, Blacksmith Exeter Pet Feb 1 Ord Feb 1

BURNS, ALBERT EDWARD, Saltash, Cornwall, Painter Plymouth Pet Feb 2 Ord Feb 2

COLE, HERBERT EDWARD, Horfield, Bristol, Butcher Bristol Pet Feb 2 Ord Feb 2

COLLETT, ALBERT HENRY, Wisbech, Cambridge, Coal Merchant King's Lynn Pet Feb 1 Ord Feb 1

COTTAM, JAMES HAROLD, Kingston upon Hull, Corn Factor Kingston upon Hull Pet Feb 2 Ord Feb 2

DAVIES, THOMAS, Cottenham rd, Holloway, Dairyman High Court Pet Jan 11 Ord Feb 2

FAWCETT, JOHN WILLIAM, Horsforth, Yorks, Carting Agent Leeds Pet Feb 2 Ord Feb 2

FLETCHER, HARRY, Cardiff, Licensed Victualler Cardiff Pet Feb 1 Ord Feb 1

GARDAM, WILLIAM JOHN, Birmingham, Chemist Birmingham Pet Feb 3 Ord Feb 3

GARRARD, SAMUEL JAMES, Brighton, Grocer Brighton Pet Feb 2 Ord Feb 2

GOGG, PERCIVAL WALLACE, Bristol, Plumber Bristol Pet Feb 1 Ord Feb 1

GREIG, THOMAS, Brighton, Tailor Brighton Pet Feb 2 Ord Feb 2

GRIEVE, WILLIAM JOHN, THOMAS PHILIP DEACON GRIEVE, and ALFRED FRENCH GRIEVE, Tenby, Pembroke, General Drapers Pembroke Dock Pet Feb 2 Ord Feb 2

HADLEY, WILLIAM, Resolven, Glam, Colliery Outlier Neath Pet Feb 3 Ord Feb 3

HATCHER, JOHN FREDERICK, Weymouth, Baker Dorchester Pet Jan 21 Ord Feb 2

HOSIE, JOHN ANDERSON, Bourton on the Hill, Moreton in the Marsh, Glos, Farmer Banbury Pet Feb 2 Ord Feb 2

HUNT, ARTHUR SAMUEL, Bath, Saddler Bath Pet Feb 3 Ord Feb 3

HURST, AUGUSTUS, Hollinwood, Lancs, Hatter Oldham Pet Feb 1 Ord Feb 1

KING, HENRY, Southsea, Hants, Tailor Portsmouth Pet Feb 2 Ord Feb 2

LAST, ARTHUR, Bury St Edmunds, Baker Bury St Edmunds Pet Feb 3 Ord Feb 3

LLOYD, WILLIAM, Aberavon, Collier Neath Pet Feb 1 Ord Feb 1

LOVE, DAVID, Benwell, Newcastle upon Tyne, Clothier Newcastle upon Tyne Pet Feb 3 Ord Feb 3

MCVICKER, DAVID, Bury, Lancs Bolton Pet Feb 2 Ord Feb 2

NETTLESHIP, JOHN HENRY, Halifax, Plumber Halifax Pet Feb 1 Ord Feb 1

NORRIS, ERNEST ALBERT, Halifax Halifax Pet Feb 1 Ord Feb 1

NUTTALL, GEORGE HENRY, Attercliffe Common, Sheffield, Coal Merchant Sheffield Pet Feb 1 Ord Feb 1

NYE, FRANK, Shipley Bridge, Horley, Surrey, Decorator Croydon Pet Feb 2 Ord Feb 2

PRIESTLEY, RICHARD, Primrose mans, Battersea, Buyer High Court Pet Jan 8 Ord Feb 3

REDFERN, JOHN, Birmingham, Baker Birmingham Ord Feb 3 Ord Feb 3

RICHARDSON, ALFRED, Portsmouth, Fruiterer Portsmouth Pet Jan 22 Ord Feb 1

SLATER, JOSEPH WILLIAM, Church View, Snaith, Yorks, Hay Dealer Wakefield Pet Jan 30 Ord Jan 30

SMITH, WALTER HENRY, Goole, Yorks, Ship Broker, Wakefield Pet Feb 2 Orb Feb 2

SNOWDEN, THOMAS CHRISTOPHER, Littlehampton, Lodging house Keeper Brighton Pet Feb 3 Ord Feb 3

VAUGHAN, ERNEST JOHN, Crewe Crewe Pet Jan 29 Ord Jan 29

WILLIAMS, WILLIAM, Llangefni, Anglesey, Coal Merchant Bangor Pet Feb 2 Ord Feb 2

WOOLLARD, WILLIAM THOMAS, jun, Hoddesdon, Herts, Plumber Hertford Pet Feb 1 Ord Feb 1

FIRST MEETINGS.

BARNES & Co, Old Kent rd, Camberwell, Glass Merchants Feb 16 at 11 Bankruptcy bldgs, Carey st

BENNS, ARTHUR, Mettingham, Suffolk Feb 13 at 12.30 Off Rec, 8, King st, Norwich

BENSON, H, Wimbledom, Surrey, Financier Feb 15 at 11 Bankruptcy bldgs, Carey st

BERNARD, CHARLES JOHN, Skegness, Physician Feb 18 at 12.15 Off Rec, 4 and 6, West st, Boston

BOVET, CHARLES LOUIS, Tanza rd, Hampstead Feb 16 at 1 Bankruptcy bldgs, Carey st

BROWN, WILLIAM, Newcastle on Tyne, Property Owner Feb 15 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne

BUCKLER, GEORGE THOMAS, Little Silver, Cadeleigh, Devon, Blacksmith Feb 26 at 10.30 Off Rec, 9, Bedford circus, Exeter

BURKITT, RALPH, Drypool, Kingston upon Hull, Tailor Feb 13 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull

BURNETT, SYDNEY, Lockwood rd, Rotherhithe, Relieving Officer Feb 15 at 1 Bankruptcy bldgs, Carey st

CORNWELL, WILLIAM HENRY, Eastbourne, Builder Feb 15 at 12 County Court Offices, Seaside rd, Eastbourne

DAVIES, THOMAS, Cottenham rd, Holloway, Dairyman Feb 17 at 1 Bankruptcy bldgs, Carey st

DAY, GEORGE WILLIAM, Rugby, Confectioner Feb 15 at 12 Off Rec, 8, High st, Coventry

FAWCETT, JOHN WILLIAM, Horsforth, Yorks, Carting Agent Feb 15 at 11 Off Rec, 24, Bond st, Leeds

FOSTER, JOSEPH, Wednesfield, nr Wolverhampton, Key Manufacturer Feb 16 at 11 Off Rec, Wolverhampton

FUTTER, ARTHUR BENJAMIN HARMAN, Gt Yarmouth, Carter Feb 13 at 1 Off Rec, 8, King st, Norwich

GAUNT, SAMUEL, Bilston, Stafford, General Dealer Feb 16 at 11.30 Off Rec, Wolverhampton

GIBBS, WALTER EDWARD, Heaton Norris, Lancs, Provision Dealer Feb 17 at 11 Off Rec, Castle chmbrs, 6, Vernon st, Stockport

HALSTEAD, GEORGE WILLIAM, Orrell Park, Aintree, Liverpool, Chandler Feb 16 at 11 Off Rec, 35, Victoria st Liverpool

HATCHER, JOHN FREDERICK, Weymouth, Baker Feb 13 at 12.45 Off Rec, City chmbrs, Catherine st, Salisbury

HEPTINSTALL, WILLIAM ROBERT, Maidenhead court, Aldersgate st, Leather Merchant Feb 15 at 2.30 Off Rec Bankruptcy bldgs, Carey st

HOWARD, GEORGE WILLIAM, Thornham, Norfolk, Carpenter Feb 13 at 12 Off Rec, 8, King st, Norwich

JOHNSON, THOMAS JOBSON, Caistor, Lincs Feb 16 at 12 Off Rec, 31, Silver st, Lincoln

JOHNSON, WALTER GEORGE, Moor Green, Cowes, I of W, Tailor Feb 15 at 12 Off Rec, 67, High st, Cowes, I of W

JONES, EDWARD ANWYL, Cavenham, Suffolk Feb 26 at 2 Angel Hotel, Bury St Edmunds

KING, HENRY, Southsea, Tailor Feb 15 at 4 Off Rec, Cambridge junc, High St, Portsmouth

LIPTROT, JOSEPH, Platt Bridge nr Wigan, Colliery Dataller Feb 13 at 11 19, Exchange st, Bolton

NELSON, JOHN, North Ormesby, nr Middlesbrough, Boiler Minder Feb 15 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough

NETTLESHIP, JOHN HENRY, Halifax, Plumber Feb 15 at 11.15 County Court, Prescott st, Halifax

NORRIS, ERNEST ALBERT, Halifax Feb 15 at 10.45 County Court, Prescott st, Halifax

NURSE, MARCUS GEORGE, Diss, Norfolk, Stonemason Feb 18 at 2.30 36, Princes st, Ipswich

NYE, FRANK, Shipley Bridge, nr Horley, Surrey, House Decorator Feb 15 at 11.30 132, York rd, Westminster Bridge

RICHARDSON, ALFRED, Portsmouth, Fruiterer Feb 15 at 3 Off Rec, Cambridge junc, High st, Portsmouth

SLATER, JOSEPH WILLIAM, Snaith, Yorks, Hay Dealer Feb 15 at 11 Off Rec, 6, Bond ter, Wakefield

STIKSLEY, FREDERICK, Retford, Notts, Journalist Feb 16 at 12.30 Off Rec, 31, Silver st, Lincoln

TYLER, JOHN, Leicester, Painter Feb 15 at 12 Off Rec, 1, Berridge st, Leicester

VAUGHAN, ERNEST JOHN, Crewe Feb 16 at 12 Off Rec, King st, Newcastle, Staffs

Amended Notice substituted for that published in the London Gazette of Jan 26:

BENNEWORTH, SAMUEL POWELL, Ipswich, Baker Feb 18 at 2 Off Rec, 36, Princes st, Ipswich

Amended Notice substituted for that published in the London Gazette of Feb 2:

DICKINSON, BENJAMIN, New Elvet, Durham, Builder Feb 16 at 12 Corporation Hotel, Middlesbrough

ADJUDICATIONS.

ALLEN, ROBERT, Macallan, Llangynwyd, Glam, Minister of the Gospel Cardiff Pet Feb 1 Ord Feb 1

AMBLER, JONAS, Nelson, Lancs, Furniture Dealer Burnley Pet Feb 2 Ord Feb 2

BARNARD, THOMAS KNIGHT, Anderton's Hotel, London, Music Seller Gloucester Pet Dec 16 Ord Feb 2

BARTON, MURIEL, Blandford rd, Bedford Park Brentford Pet Nov 20 Ord Jan 29

BIRD, THOMAS, Cardiff, Yeast Merchant Cardiff Pet Jan 29 Ord Jan 29

BOJESEN, SIGURD SVEND, Salisbury House, London wall High Court Pet Nov 19 Ord Feb 1

BROWN, REGINALD CAMERON, Norfolk st, Strand, Financial Agent High Court Pet July 20 Ord Feb 1

BUCKLER, GEORGE THOMAS, Little Silver, Cadeleigh, Devon, Blacksmith Exeter Pet Feb 1 Ord Feb 1

BURNS, ALBERT EDWARD, Saltash, Cornwall, Painter Plymouth Pet Feb 2 Ord Feb 2

COLE, HERBERT EDWARD, Horfied, Bristol, Butcher Bristol Pet Feb 2 Ord Feb 2

COLLETT, ALBERT HENRY, Wisbech, Coal Merchant King's Lynn Pet Feb 1 Ord Feb 1

CONSTANT, RALPH, and CHARLES VINCENT, Noble st Aldersgate, Merchants High Court Pet Dec 3 Ord Feb 1

COTTAM, JAMES HAROLD, Kingston upon Hull, Corn Factor Kingston upon Hull Pet Feb 2 Ord Feb 2

CURSON, ALBERT EDWARD, Handsworth, Corn Merchant Birmingham Pet Jan 29 Ord Feb 1

FAWCETT, JOHN WILLIAM, Horsforth, Yorks, Carting Agent Leeds Pet Feb 2 Ord Feb 2

FLETCHER, HARRY, Cardiff, Licensed Victualler Cardiff Pet Feb 1 Ord Feb 1

GIBB, PERCIVAL WALLACE, Bristol, Plumber Bristol Pet Feb 1 Ord Feb 1
GRIFFITHS, THOMAS, Brighton, Tailor Brighton Pet Feb 2 Ord Feb 2
GARRARD, WILLIAM JOHN, Birmingham, Chemist Birmingham Pet Feb 3 Ord Feb 3
GOLDBERG, JAMES, Paper st, Redcross st, Mantle Manufacturer High Court Pet Oct 27 Ord Feb 2
HADLEY, WILLIAM, Resolven, Glam, Colliery Ostler Neath Pet Feb 3 Ord Feb 3
HALSTEAD, GEORGE WILLIAM, Orrell Park, Aintree, Liverpool Coventry Pet Jan 27 Ord Feb 3
HODGETTS, THOMAS HADLEY, Burton Hastings, nr Nuneaton, Farmer Coventry Pet Feb 2 Ord Feb 2
HOSIE, JOHN ANDERSON, Bourton on the Hill, Moreton in the Marsh, Glos, Farmer Banbury Pet Feb 2 Ord Feb 2
HUNT, ARTHUR SAMUEL, Bath, Saddler Bath Pet Feb 3 Ord Feb 3
HUNT, THOMAS, Penn Fields, nr Wolverhampton, Solicitor Wolverhampton Pet Jan 1 Ord Feb 2
HURST, AUGUSTUS, Hollinwood, Lancs, Hatter Oldham Pet Feb 1 Ord Feb 1
JENNINGS, ROBERT CHARLES, New Broad st, Agent High Court Pet Jan 14 Ord Feb 3
KING, HENRY, Southsea, Hants, Tailor Portsmouth Pet Feb 2 Ord Feb 2
LAST, ARTHUR, Bury St Edmunds, Baker Bury St Edmunds Pet Feb 3 Ord Feb 3
LLOYD, WILLIAM, Aberavon, Glam, Collier Neath Pet Feb 1 Ord Feb 1
LOVE, LAVID, Benwell, Newcastle on Tyne, Clothier Newcastle on Tyne Pet Feb 3 Ord Feb 3
MCVICKER, DAVID, Bury, Lancs Bolton Ord Feb 2 Ord Feb 2
NETTLESHIP, JOHN HENRY, Halifax, Plumber Halifax Pet Feb 1 Ord Feb 1
NORRIS, ERNEST ALBERT, Halifax Halifax Pet Feb 1 Ord Feb 1
NUTTALL, GEORGE HENRY, Attercliffe Common, Sheffield, Coal Merchant Sheffield Pet Feb 1 Ord Feb 1
NYE, FRANK, Shipley Bridge, Horley, Surrey, Decorator Croydon Pet Feb 2 Ord Feb 2
REDFERN, JOHN, Birmingham, Baker Birmingham Pet Feb 3 Ord Feb 3
ROSE, CHARLES ARTHUR, Slough, Bucks, Club Proprietor Windsor Pet Oct 30 Ord Feb 1
RUSSELL, R, Felsham rd, Putney, Electrical Engineer Wandsworth Pet Dec 22 Ord Feb 2
SLATER, JOSEPH WILLIAM, Church View, Snaith, York, Hay Dealer Wakefield Pet Jan 30 Ord Jan 30
SMITH, WALTER HENRY, Goole, York, Clerk Wakefield Pet Feb 2 Ord Feb 2
SNOWDEN, THOMAS CHRISTOPHER, Littlehampton, Lodging House Keeper Brighton Pet Feb 3 Ord Feb 3
TERRY, ALBERT, Aldingbourne, nr Chichester, Baker's Manager Brighton Pet Feb 2 Ord Jan 30
TUDOR, FREDERICK GEORGE, Thirsk, Yorks, Innkeeper Northallerton Pet Jan 15 Ord Feb 2
VAUGHAN, ERNEST JOHN, Crewe Crewe Pet Jan 29 Ord Jan 29
WILLIAMS, WILLIAM, Llanerchymedd, Anglesey, Coal Merchant Bangor Pet Feb 2 Ord Feb 2

London Gazette.—TUESDAY, Feb 9.

RECEIVING ORDERS.

BACKHOUSE, ELIZABETH, Meopham, Kent, Farmer Rochester Pet Feb 4 Ord Feb 4
BAKER, JOSEPH WILLIAM, Wolverhampton, Builder Wolverhampton Pet Feb 5 Ord Feb 5
BANNISTER, EDWARD PRISKE, Edmonton, Clerk Edmonton Pet Sept 10 Ord Nov 23
BEVINS, WILLIAM JAMES, Ramsgate, Stationer's Manager Canterbury Pet Feb 6 Ord Feb 6
CARTER, SAMUEL JOHN, Walsall, Glass and China Dealer Walsall Pet Feb 3 Ord Feb 3
CATTON, EDGAR, jun, West Thurrock, Essex, Builder Chelmsford Pet Jan 19 Ord Feb 5
COMLEY, JOHN, Stratton St Margaret, nr Swindon, Greengrocer Swindon Pet Feb 6 Ord Feb 6
COOMBS, THEOPHILUS, Newport, Baker Newport, Mon Pet Feb 3 Ord Feb 3
CRANE, JAMES, jun, and ERNEST ROBERT CRANE, Colkirk, Norfolk, Threshing Machine Proprietors Norwich Pet Feb 5 Ord Feb 5
DAVIES, JOHN HUDSON, Shrewsbury, Commission Agent Shrewsbury Pet Feb 5 Ord Feb 6
FOX, ARTHUR EARLE, New Broad st, Timber Agent High Court Pet Feb 5 Ord Feb 5
GAVIN, WILLIAM, Albemarle st, Piccadilly High Court Pet Jan 2 Ord Feb 5
HALL, WILLIAM, St Mildred ct, Poulty High Court Pet Jan 8 Ord Feb 5
HESSEL, CHARLES, Brighton, Hotel Proprietor Brighton Pet Feb 6 Ord Feb 6
JACKSON, WILLIAM EDWARD, Bradford, Butcher Bradford Pet Dec 11 Ord Dec 30
LIGHTFOOT, THOMAS CHRISTOPHER, Middlesbrough, York, Game Dealer Middlesbrough Pet Feb 4 Ord Feb 4
MATTHEWS, SHIRLEY WILLIAM, Leicester, Plumber Leicester Pet Feb 4 Ord Feb 4
MORGAN, GEORGE KING, Olympia mans, Kensington, Theatrical Agent High Court Pet Feb 4 Ord Feb 4
OWEN, ROBERT GRIFFITHS, Cheetham, Manchester, Yarn Agent Manchester Pet Feb 6 Ord Feb 6
PICKLES, JAMES, Boston, Lancs, Hairdresser Bolton Pet Feb 5 Ord Feb 5
PORTER, ABRAM, Hensingham, nr Whitehaven, Share Broker Whitehaven Pet Jan 26 Ord Feb 5
PRIESTLEY, ARTHUR, Bradford, Hay Dealer Bradford Pet Feb 3 Ord Feb 3
ROMAIN, HENRY MONTAGU, Liverpool, Jeweller Liverpool Pet Feb 5 Ord Feb 5
SAGAR, CLIFFORD, Bloomsbury st, Clerk High Court Pet Jan 16 Ord Feb 4
SLATTER, C HUGH, Earl's Court sq, Clerk High Court Pet Jan 18 Ord Feb 4
TOLSON, JOSEPH, Birkdale, Lancs, Registration Agent Liverpool Pet Feb 4 Ord Feb 4
VOHMANN, HUGO ADOLPH, Evelyn st, Deptford, Baker Greenwich Pet Feb 4 Ord Feb 4
WEITZMAN, LAZARUS, Commercial st, Draper High Court Pet Feb 4 Ord Feb 4
YOUNG, WALTER JOHN, Henry st, Gray's inn rd, Builder High Court Pet Feb 5 Ord Feb 5

FIRST MEETINGS.

BACKHOUSE, ELIZABETH, Meopham, Kent, Farmer Feb 22 at 12.15 115, High st, Rochester
BIRKS, CHARLES HENRY, West Bromwich, Builder Feb 18 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
BURNS, ALBERT EDWARD, Saltash, Cornwall, Painter Feb 19 at 12 7, Buckland ter, Plymouth
COLE, HERBERT EDWARD, Horfield, Bristol, Butcher Feb 17 at 12.15 Off Rec, 26, Baldwin st, Bristol
COLLIET, ALBERT HENRY, Elm, nr Wisbech, Coal Merchant, Feb 20 at 12.15 Off Rec, 8, King st, Norwich
COLLINS, CHARLES ROBERT, Alcester, Warwick, Theatrical Agent Feb 17 at 3 Off Rec, 8, High st, Coventry
COTTAM, JAMES HAROLD, Kingston upon Hull, Corn Factor Feb 17 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull
DADSON, HENRY HADEN, Twickenham Feb 18 at 12 14, Bedford row
FOX, ARTHUR EARLE, Preston rd, Poplar, Timber Agent Feb 19 at 12 Bankruptcy bldgs, Carey st
GARRARD, SAMUEL JAMES, Brighton, Grocer Feb 17 at 12 Off Rec, 4, Pavilion bldgs, Brighton
GAVIN, WILLIAM, Albemarle st, Piccadilly Feb 18 at 12 Bankruptcy bldgs, Carey st
GIGG, PERCIVAL WALLACE, Bristol, Plumber Feb 17 at 12 Off Rec, 26, Baldwin st, Bristol
GREAVES, WALTER, Sheffield, Grocer Feb 17 at 11.30 Off Rec, Figtree ln, Sheffield
GREENWOOD, DICK, Waterfoot, Lancaster Feb 17 at 11 Off Rec, 13, Winckley st, Preston
GRIFFITHS, THOMAS, Brighton, Tailor Feb 25 at 10 Off Rec, 4, Pavilion bldgs, Brighton
GRICE, ROBERT, Woodville, Derby, Fishmonger Feb 17 at 11.45 Midland Hotel, Station st, Burton on Trent
GRIEVE, WILLIAM JOHN, THOMAS PHILIP DEACON GRIEVE and ALFRED FRENCH GRIEVE, Tenby, Pembroke, General Drapers Feb 18 at 11 Off Rec, 4, Queen st, Carmarthen
GROVER, FRANCIS EDWARD, North Stifford, Essex, School Caretaker March 3 at 2 Shirehall, Chelmsford
HADLEY, WILLIAM, Resolven, Glam, Colliery Ostler Feb 18 at 11.30 Off Rec, Government bldgs, Frog st, Swansea
HALL, WILLIAM, St Mildred ct, Poultry Feb 17 at 12 Bankruptcy bldgs, Carey st
HILL, HENRY ROWLAND, Moseley, Worcester, Builder's Merchant Feb 19 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham

HUNT, ARTHUR SAMUEL, Bath, Saddler Feb 17 at 12.30 Off Rec, 24, Baldwin st, Bristol

HURST, AUGUSTUS, Hollinwood, Lancs, Hatter Feb 23 at 11 Off Rec, Greaves st, Oldham

JACKSON, EMILY, Derby, Fruit and Potato Merchant Feb 18 at 12 Off Rec, 47, Full st Derby

JACKSON, WILLIAM EDWARD, Bradford, Butcher Feb 18 at 12 Off Rec, 12, Duke st, Bradford

LAST, ARTHUR, Bury St Edmunds, Baker Feb 26 at 1.30 Angel Hotel, Bury St Edmunds

LLOYD, WILLIAM, Aberavon, Glam, Collier Feb 18 at 12 Off Rec, Government bldgs, Frog st, Swansea

LOVE, DAVID, Benwell, Newcastle upon Tyne, Clothier Feb 17 at 12 Off Rec, 30, Mosley st, Newcastle upon Tyne

MATTHEWS, SHIRLEY WILLIAM, Leicester, Plumber Feb 19 at 12 Off Rec, 1, Berridge st, Leicester

MAWSON, JAMES, Gilderstone, Yorks, Chemical Manure Manufacturer Feb 18 at 2.30 Off Rec, 24, Bond st Leeds

MITCHELL, LEVI, Farsley, nr Tamworth, Stafford, Grocer Feb 22 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham

MORGAN, GEORGE KING, Olympia mans, Kensington, Theatrical Agent Feb 17 at 11 Bankruptcy bldgs, Carey st

NUTTALL, GEORGE HENRY, Attercliffe Common, Sheffield, Coal Merchant Feb 17 at 2.30 Off Rec, Figtree ln, Sheffield

OSBORNE, CHARLES, Hanham, nr Bristol, Feb 17 at 11.30 Off Rec, 26, Baldwin st, Bristol

PARSONS, JOHN, Machynlleth, Montgomery, Market Gardener Feb 19 at 10.30 Townhall, Aberystwyth

PICKLES, JAMES, Bolton, Hairdresser Feb 19 at 3 19, Exchange st, Bolton

PRIESTLEY, ARTHUR, Bradford, Hay Dealer Feb 18 at 11 Off Rec, 12, Duke st, Bradford

PRIESTLEY, RICHARD, Friday st, Manufacturers Feb 17 at 11 Bankruptcy bldgs, Carey st

ROBERTS, EDWARD, Vronecysyllte, nr Llangollen, Grocer Feb 18 at 11.45 The Priory, Wrexham

ROMAIN, HENRY MONTAGU, Liverpool, Jeweller Feb 17 at 11.45 Off Rec, 35 Victoria st, Liverpool

SADDINGTON, LOIS, Measham, nr Ashby de la Zouch Feb 17 at 11.30 Midland Hotel, Station st, Burton on Trent

SAGAR, CLIFFORD, Bloomsbury st Feb 18 at 11 Bankruptcy bldgs, Carey st

SCHMID, FREDERICK WILLIAM, Clacton on Sea, Dairyman Feb 18 at 3 14, Bedford row

SCHWEITZER, WYAM, Sheffield, Wallpaper Dealer Feb 17 at 12 Off Rec, Figtree ln, Sheffield

SLATTER, C HUGH, Earl's Court sq, Architect's Clerk Feb 17 at 12 Bankruptcy bldgs, Carey st

SLAUGHTER, THOMAS, Windsor, Builder Feb 17 at 12 14, Bedford row

SMITH, WALTER HENRY, Goole, Yorks, Clerk Feb 17 a 12.30 10, Victoria st, Goole

SNOOK, WILLIAM HENRY, Devizes, Wilts, Market Gardener Feb 17 at 11.45 Off Rec, 26, Baldwin st, Bristol

SNOWDEN, THOMAS CHRISTOPHER, Littlehampton, Lodging House Keeper Feb 25 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton

SOUTHGATE, DAVID ISAIAH, New Thundersley, Essex March 3 at 2.30 Shirehall, Chelmsford

STEVENSON, WALTER, Derby, Under Shunter Feb 18 at 11 Off Rec, 47, Full st, Derby

TERRY, ALBERT, Aldingbourne, nr Chichester, Baker's Manager Feb 25 at 10.15 Off Rec, 4, Pavilion bldgs, Brighton

TETLEY, ALBERT EDWARD, Penmaenmawr, Carnarvon Feb 17 at 12 Crypt chmbrs Eastgate row, Chester

VOHMANN, HUGO ADOLPH, Evelyn st, Deptford, Baker Feb 17 at 11.30 132, York rd Westminster Bridge

WEITZMAN, LAZARUS, Commercial st, Draper Feb 18 at 12 Bankruptcy bldgs, Carey st

WILLIAMSON, THOMAS, Blackpool Feb 19 at 12 Crypt chmbrs, Eastgate row, Chester

YEADSLEY, JOHN HENRY, Greasbrough, nr Rotherham, Yorks, Farmer Feb 17 at 3 Off Rec, Figtree ln, Sheffield

YOUNG, WALTER JOHN, Henry st, Gray's inn rd, Builder Feb 19 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BAKER, JOSEPH WILLIAM, Wolverhampton, Builder Wolverhampton Pet Feb 5 Ord Feb 6

BEVINS, WILLIAM JAMES, Ramsgate, Stationer's Manager Canterbury Pet Feb 6 Ord Feb 6

BROWN, WILLIAM, Newcastle on Tyne, Property Owner Newcastle on Tyne Pet Feb 2 Ord Feb 4

COMLEY, JOHN, Stratton St Margaret, nr Swindon, Greengrocer Swindon Pet Feb 6 Ord Feb 6

COOMBS, THEOPHILUS, Newport, Baker Newport, Mon Pet Feb 3 Ord Feb 3

CRANE, JAMES, jun, and ERNEST ROBERT CRANE, Colkirk, Norfolk, Threshing Machine Proprietors Norwich Pet Feb 5 Ord Feb 5

DOCKER, CHARLES, Birmingham, Fishmonger Birmingham Dec 7 Ord Dec 30

FOX, ARTHUR EARLE, New Broad st, Timber Agent High Court Pet Feb 5 Ord Feb 5

HESSEL, CHARLES, Brighton, Hotel Proprietor Brighton Pet Feb 6 Ord Feb 6

LIGHTFOOT, THOMAS CHRISTOPHER, Middlesbrough, Game Dealer Middlesbrough Pet Feb 4 Ord Feb 4

MATTHEWS, SHIRLEY WILLIAM, Leicester, Plumber Leicester Pet Feb 4 Ord Feb 4

MITCHELL, LEVI, Farsley, nr Tamworth, Staffs, Grocer Birmingham Pet Jan 25 Ord Feb 1

OWEN, ROBERT GRIFFITHS, Cheetham, Manchester, Yarn Agent Manchester Pet Feb 6 Ord Feb 6

PICKLES, JAMES, Bolton, Hairdresser Bolton Pet Feb 5 Ord Feb 5

PRIESTLEY, ARTHUR, Bradford, Hay Dealer Bradford Pet Feb 3 Ord Feb 4

ROBINSON, HENRY RICHARDSON, Rupert chmbrs, Rupert st High Court Pet Dec 2 Ord Feb 4

SLAUGHTER, THOMAS, Windsor, Builder Windsor Pet Jan 14 Ord Feb 3

TAYLOR, HENRY, Fleet st, Restaurant Proprietor High Court Pet Jan 29 Ord Feb 4

TOLSON, JOSEPH, Birkdale, Lancs, Registration Agent Liverpool Pet Feb 4 Ord Feb 4

VOHMANN, HUGO ADOLPH, Deptford, Baker Greenwich Pet Feb 4 Ord Feb 4

WEITZMAN, LAZARUS, Commercial st, Draper High Court Pet Feb 4 Ord Feb 4

WOOLLARD, WILLIAM THOMAS, jun, Hoddesdon, Hertford, Plumber Hertford Pet Feb 1 Ord Feb 4

WORKMAN, JOSEPH, Duke st, Manchester sq, Dental Surgeon High Court Pet Dec 8 Ord Feb 4

YOUNG, WALTER JOHN, Henry st, Gray's inn rd, Builder High Court Pet Feb 5 Ord Feb 5